



**चेन्नै पोर्ट ट्रस्ट**  
**CHENNAI PORT TRUST**  
**MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT**  
**MATERIALS MANAGEMENT DIVISION**

**TENDER NO. : MEE/F3/e-SLT/ 170023/17/MM**  
**BID SUBMISSION CLOSING DATE : 26.03.2018 AT 14.30 Hrs.**  
**TENDER OPENING DATE : 27.03.2018 AT 15.00 Hrs**  
**EMD : Rs. 23,000/-**

**Pre Bid meeting will be held on 15.03.2018. The bidders are requested to attend the pre bid meeting for the clarifications about online bidding.**

**e-TENDER FOR THE APPOINTMENT OF GOVT. APPROVED VALUER FOR VALUATION OF SURPLUS / CONDEMNED / SERVICEABLE / UNSERVICEABLE MATERIALS FOR A PERIOD OF TWO YEARS FROM THE DATE OF AWARD OF CONTRACT**

**Chief Mechanical Engineer**

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**CHENNAI PORT TRUST**  
**MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT**

**Materials Management Division**

**TENDER NO: MEE/F3/e-SLT/ 170023/17/MM**

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

**INSTRUCTIONS TO TENDERER**

- 1) i) Tender / Bid shall be accepted through online mode and no manual submission shall be entertained.  
ii) Tenderers are required to submit their tender through online in the form of Two Cover System on or before **due date of closing time 26.03.2018 at 14:30 Hrs.** The tender received after the due date and time will not be entertained.  
iii) Tender Document can be submitted online only in the designated two cover system on the e-tender website **eprocure.gov.in** on or before the due date. The time of opening of technical bid will be on **27.03.2018 at 15.00 Hrs.**  
iv) Pre-bid meeting will be held on **15.03.2018.** The bidders are requested to attend the Pre-bid meeting for clarification about on line bidding, if any.  
v) Tenderer should submit the tender as per specification indicated in Schedule-A and in accordance with the instructions to tenderer i.e., General Rules and Directions for the guidance of Tenderer, Schedule-‘A’, Job Description - Schedule-‘B’, Special Conditions of Contract – Schedule ‘C’.
- 2) i) The amount of Earnest Money Deposit is **Rs.23,000/-**  
ii) Tenderers can down load the Tender Documents from Website, EMD should be in the form of Demand Draft or Banker’s Cheque drawn in favour of Chairman, Chennai Port Trust payable at Chennai. The original Demand draft/ Banker’s Cheque towards EMD (**in sealed cover superscribed “EMD for Tender No. MEE/F3/e-SLT/ 170023/17/MM for the appointment of Govt. approved valuer for a period of two years”**) is to be sent to The Chief Mechanical Engineer, Materials Management Division, III Floor, Chennai Port Trust, Rajaji Salai, Chennai-1 so as to reach this office on or before the closing date and time.  
iii) Tenderers having valid NSIC Certificate for the exemption of Earnest Money Deposit shall sent scanned copy in accordance with the Condition No.11 (a) and (b) of General Rules and Directions for the guidance of Tenderer.

### **3) COVER – I DETAILS: TECHNICAL AND COMMERCIAL**

**This shall contain scanned copy of the following.**

- i) Demand Draft / Bankers Cheque for EMD.
- ii) NSIC Certificate for exemption of EMD as per Condition No: 11(a) & (b) below.
- iii) Documents required as per Pre eligibility Criteria such as Auditors certificate for commission earned during the last 3 years & empanelment as valuer in Central/ State Govt. Organization etc., as per Schedule – A of the Tender Document.

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

#### **Price Schedule.**

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

### **5) EVALUATION PROCESS:**

- A proposal shall be considered responsive if
  - a. It is received within 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 (wherever applicable).
  - e. It contains information in formats specified in the Tender document.
  - f. It mentions the validity period as set out in the document
  - g. It provides the information in reasonable detail (“Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by the Port Trust without communication with the Qualified Applicant). The Port Trust reserves the right to determine whether the information provided is reasonably detailed or not.
  - h. There should be no significant inconsistencies between the proposal and the supporting documents.
  - i. The Technical qualification should conform to, as specified in the eligibility criteria of General Rules and Directions for the Guidance of the Tenderer.
  - j. A Tender that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (1) which affects in any substantial way, the scope, quality, or

performance of the Tenderer, or (2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicants presenting substantially responsive bids.

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

firm is willing to pay a non-refundable sum of Rs.10,000/- (Rupees Ten Thousand only). This aspect should be confirmed in the Tender offer itself.

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

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

- 11 (a) It is to be specifically noted that this tender does not come within the purview of the system of registration of approved suppliers in vogue with the Trust and as such firms who are registered as an approved supplier are required to pay the Earnest Money Deposit to participate in this tender in accordance with clause No.2 above. No relaxation with regard to payment of Earnest Money Deposit and Security Deposit will be made on the ground that the Tenderers are on the approved list of D.G.S. & D. Railways etc. However small scale units registered with National Small Industries Corporation Limited are exempted from the payment of Earnest Money Deposit provided a Photo copy of the Certificate from the registering authority duly attested by a Gazetted Officer of Central /State Government is produced to substantiate their status as a small scale unit currently registered with the National Small Industries Corporation Limited. With regard to payment of Security Deposit, there is no relaxation to National Small Industries Corporation's Registered unit also.
- (b) The NSIC certificates required to be submitted as per the condition above should contain all the items in the tender and even if any one of the tendered item is not covered in the NSIC Certificate, the offer is liable for rejection. Since the permanent certificate issued by NSIC is stated to be valid for a period of 2 years

only from the date of issue and in such cases validated certificate copy in the manner prescribed should be submitted along with the quotation.

- 12) Whereas a person whose tender has been received on behalf of the board intimates the Chief Mechanical Engineer that he is not willing to abide by the terms of the Tender, or goes behind the clarification made before the Chief Mechanical Engineer or the Tender Committee appointed to scrutinize the Tender in respect of the terms of the Tender or withdraws the tender before receipt of final acceptance where a person whose tender has been accepted fails
- a) to execute an agreement in such form as aforesaid in respect of all goods or materials for which the tender is accepted within 10 days of such acceptance is made known to him
  - (or)
  - b) to furnish the Guarantee Bond within the prescribed time, the Earnest Money deposited by such persons shall be forfeited and in case the contract is liable to be cancelled or the agreement if executed is liable to be treated as null and void.

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

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

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

**CHIEF MECHANICAL ENGINEER  
CHENNAI PORT TRUST**



## **SCHEDULE - A**

### **TENDER NO.MEE/F3/e-SLT/ 170023/17/MM**

**Tender for the Appointment of Government Approved Valuer for valuation of Surplus / Condemned / Serviceable / Unserviceable materials as and when required for disposal through auction under the provisions of Major Port Trust's Act 1963, lying in the premises of Chennai Port Trust for a period of Two years from the date of award of contract on behalf of Chennai Port Trust and extendable by One Year.**

#### **ELIGIBILITY CRITERIA**

- 1) The Tenderer should be Approved Valuer as issued by "Institution of Valuers" and registered with Chief Commissioner of Income Tax. Copy of relevant documents should be enclosed in Cover I.**
- 2) The Tenderer should have carried out the work of Valuation of Plants and Machineries & Cargo in State/Central Government organization for the last 3 years. The proof of empanelment as Valuer shall be enclosed in cover I.**
- 3) The Tenderer should have a minimum annual turnover of Rs.6 Lakhs as commission for the last three years ( i.e from 2014-15, 2015-16 & 2016-17) towards valuation of Plants and Machineries for which necessary documents should be enclosed viz. Auditor's Certificate shall be furnished in cover I.**

**CHIEF MECHANICAL ENGINEER  
CHENNAI PORT TRUST**

## **SCHEDULE – ‘B’**

### **JOB DESCRIPTION**

1. Inventory of Lots meant for disposal under Public Auction/Tender Sale by Chennai Port Trust Authorities. The Chennai Port Trust will provide a list of Serviceable / Unserviceable Materials to be inventorised and valued indicating the location of lots.
2. Market Survey etc., wherever required.
3. Valuation Report of Reserve Price (Confidential) may be submitted to the designated officer of the Chennai Port Trust on the same day.
4. The Valuation of items may be fixed on LOT/ Weighment /Nos., as the case may be as per the auction catalogue/list of items furnished by the designated officer of the Chennai Port Trust.
5. Wherever the Reserve Price is to be fixed on the basis of weight, the value may be fixed on per Ton / Kg. basis.
6. Valuation arrived at should be based on facts / catalogues / market rate accepted principles in order to establish the Reserve Price per Lot / Weighment basis.
7. Once the lots are formed and catalogue ready, intimation will be given to successful valuer to carryout the valuation of lots.
8. Submission of Valuation Report in duplicate for the list of lots provided by the Trust indicating the reserve price fixed for each lot shall be submitted to the designated officer of the Chennai Port Trust in a confidential manner.
9. Inspection of the Lots using own labour force.
10. Arranging own transport facilities to go to various places inside the Trust's premises where the lots lying to carry out the valuation work.
11. The entire job leading to valuation of all the lots landed and lying at Chennai Port Trust's premises shall be successfully completed within 3 to 4 days from the date of receipt of Auction Catalogue.
12. In case of any loss or damage to the Trust on account of wrong valuation, etc. the Valuer will indemnify the Trust to make good the loss.
13. No information to be divulged to anyone other than the designated Chennai Port Trust official.
14. The valuation report of Reserve Price shall contain the detailed analysis based on which the value / reserve price has been assessed.

CHIEF MECHANICAL ENGINEER

**SCHEDULE – ‘C’**  
**CHENNAI PORT TRUST**  
**MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT**  
**CHENNAI - 600 001.**

**TENDER FOR VALUATION OF SERVICEABLE / UNSERVICEABLE MATERIALS READY FOR DISPOSAL ON BEHALF OF CHENNAI PORT TRUST FOR THE PERIOD OF TWO YEARS FROM THE DATE OF AWARD OF CONTRACT.**

**SPECIAL CONDITIONS OF TENDER**

1. Tenders are invited for valuation of serviceable / unserviceable materials ready for disposal on behalf of the various Departments of Chennai Port Trust as and when required for a period of **Two years** from the date of award of contract, **extendable by one year.**
2. The tenderers should take into consideration the following and should quote their lowest rate of commission.
  - i) The Trust shall provide the Auction Catalogue/details of materials ready for disposal to the Valuer. The Valuer shall take necessary action to carry the work as mentioned in the Job Description covered in the Annexure-A.
3. The Tenderer should quote the rate of commission on % basis, which shall be eligible for only confirmed lots assessed by the valuer and on aggregate amount of sale proceeds realized in the auction or assessed value by the valuer whichever is less in the Bill of quantity.
4. The Valuers will have to arrange themselves the conveyance, clerical assistance, etc. that may be required for inspection and valuation. The date of inspection will be informed 7 days in advance
5. If the work is delayed by the Valuer at any stage the same will be carried out through other Valuer at the discretion of the Chief Mechanical Engineer, and any extra expenditure incurred by the Trust on the account will be recovered from any amount due to the Valuer under the contract without prejudice to the recovery of any additional amount, if found necessary.
6. In case of delay in conducting the inspection and valuation, the Chief Mechanical Engineer or the Traffic Manager or the Chief Engineer as the case may be shall issue to the Valuer a memo in writing pointing out the delay and calling upon the Valuer to explain the causes for the delay within 3 days of the receipt of the memo. If the Chief Mechanical Engineer or the Traffic Manager or the Chief Engineer as the case may be is not satisfied with the explanation offered, he may forfeit the Security Deposit and / or withhold payment of pending bills in whole or in part thereof. The Valuer may

appeal to the Chairman against the order of the Chief Mechanical Engineer or the Traffic Manager or the Chief Engineer as the case may be forfeiting the Security Deposit and withholding of bills within a week of the said order and the decision of the Chairman shall be final and binding on the Valuer. If the Security Deposit or any part thereof is forfeited by an order of the Chief Mechanical Engineer or the Traffic Manager or the Chief Engineer as the case may be and such order becomes final the Valuer shall make good the Security Deposit or part of such deposit so forfeited within a fortnight thereafter or such further time as the Chief Mechanical Engineer or the Traffic Manager or the Chief Engineer may grant failing which the Chief Mechanical Engineer or the Traffic Manager or the Chief Engineer may terminate the contract.

7. The Valuer shall be responsible for any accident, damage or injury caused to any of their employees or any person in the execution of this work and shall hold the Port Trust indemnified in respect thereof and also in respect of any claims made by any person for any reason whatsoever.
8. The Valuer shall not assign this contract or sublet the whole or any portion thereof to any party whatsoever.
9. In the event of the death, insanity or insolvency of the Valuer, the contract shall be terminated at once and all amounts due to the Valuer shall forthwith be worked out and paid to the person or persons legally entitled to receive such payment. In the event of a payment being made to the legal representative of the deceased Valuer under this clause, such legal representative shall enter into a bond with the Trust with sufficient sureties indemnifying the Trust from all claims and costs that may be made against the Trust in respect of the work done under this contract.
10. (a) The Valuer shall conform to and comply with the regulations and by-laws of the Trust Workman's Compensation Act and of all other Local Authorities such as the Corporation of Chennai, TNEB, the Government Customs and Police Department, Fire Services etc., Labour Enactments, Minimum Wages and Factory Acts, Workman's Compensation Act, Provident Fund Regulations, Employee's Provident Fund Act 1952 and Schemes made under the said Act., Health and Sanitary arrangements for their staff and workers for the welfare and protection of works or workers or for the safety of the Public and Insurance Provision.  
  
(b) The Board shall not be liable for the failure of the Contractor in conforming to the Acts and the Regulations, By-Laws of the State or the Union Governments or of the Board and of all other local authorities such as the Corporation of Chennai, TNEB Department, Police Department, Fire Services, Regulations Labour Enactments, failure to conform to the provisions of Minimum Wages Act, Provident Fund Act 1952 and the Scheme made thereunder, Health and Sanitary Provisions, Welfare of Workers, Safety of the Public and Insurance Provisions and the Protection of the workers in the Port and in case of any contravention, the Contractor shall keep the Board indemnified in case any action is commenced for contravention by the Contractor.

(c ) If any enhancement in the rates of wages becomes payable as a result of the implementation of Chief Labour Commissioner's Implementation of the Contract Labour (Regulation and Abolition) Central Rules 1971 upto and including and increase of 10% of the Wages shall be borne by the Tenderer/Contractor and enhancement in excess of 10% would be borne by the Port/Governments.

11. Any notice to the Valuer shall be deemed to be sufficiently served if given or left in writing at his usual or last known place of abode or business.
12. It must be clearly understood that the rate of commission quoted is inclusive of everything viz. Service Tax etc. required to be done by the conditions of the contract and work specified and also all such works, as is necessary for the proper completion of the contract, although special mention thereof may have been omitted.
13. As far as payment of commission is concerned, if the Trust selects single party for valuation of Surplus / Condemned / Serviceable / Unserviceable / Materials, the commission will be paid on the percentage of total realised amount or the assessed value of the respective lot whichever is less. However, if two parties are selected, the decision of the Chief Mechanical Engineer will be final for appointing the Valuer.
14. The Valuer shall be solely responsible for reporting to the Board and Police Department immediately of any serious or fatal accidents, to any of his employee/workman engaged by him at any place belonging to the Board, including premises leased by the Board.
15. (i) The Contract is liable for cancellation if either the Contractor himself or any of his employee is found to be a person who has held a Class-I Post under the Board immediately before retirement and has within two years of such retirements, accepted without obtaining the previous permission of the Board or of the Chairman as the case may be an employment as Contractor for or in connection with the execution of Public works or as an employee of such Contractor.  
  
(ii) If any Contract is terminated on account of the failure of the Contractor to comply with the above clause the Board shall be entitled to recover from him such damages as may be determined by the Chief Mechanical Engineer with due regard to the inconvenience caused to the Trust on account of such termination without prejudice to the Trust's right to proceed against such officer.
- 16) 100% payment for services will be made only after completion of valuation of each Auction/Tender in all respects as per the Schedule-A of the Tender Document. A work completion certificate must be obtained from the Deputy Material Manager (Depot), Chennai Port Trust for this purpose. Payment will be released in 30 days after deducting Income Tax, Liquidated damages, if applicable and any other dues to be paid by the valuer to the Trust.
17. The Chennai Port Trust reserve the right to appoint as many valuers herein after called licensee/licensees, as they may deem fit.

18 The Licensee shall comply with the requirements of all standard health clauses including those given below.

- i. The Chief Mechanical Engineer or his authorised representative may without notice, enter the premises any time and inspect the premises, materials, instruments, and implements etc. used by the licensee.
- ii The instructions given by the Chief Engineer or any persons authorized by him in the maintenance of public health of the Chennai Port Trust, including sanitation control, prevention of infectious diseases, control and prevention of nuisance from insects, rodents, or any other source, shall be carried out by him and his agents and servants.
- iii The licensee shall notify to the Chief Medical Officers, Chennai Port Trust whenever any person working under him is suffering or suspected to be suffering or convalescing from any infectious diseases. The Chief Medical Officer, Chennai Port Trust may be medically inspect the said person or any person and take any precautionary and preventive measures considered necessary, the charges for which shall be borne by the licensee.
- iv The licensee, his agents and servants shall not without consent of the Chief Mechanical Engineer, Chennai Port Trust, interfere with injury, destroy or render useless work executed or any materials or things placed in under or upon any land or building by or under the orders of the Chief Mechanical Engineer, Chennai Port Trust with the object of preventing the breeding or entry of mosquitoes or maintenance of sanitation.
- v In event of any default, failure, negligence or breach in the opinion of the Trust, on the part of the licensee in complying with either of these conditions specified in the foregoing sub-clause (i) to (iv) the Trust will be entitled and be at liberty to determine the licence forthwith without payment of any compensation or damages and forfeit in full or in part the security amount deposited by the licensee for due performance of the agreement.

19 The licensee shall employ only such servants as shall have good character and as well behaved and skillful in their business. As the employment of child labour is banned by the Government the licensee shall ensure that no person below the age of 18 years shall be taken into his establishment. He shall furnish the Trust in writing with the names, age, residential address and specimen signature or thumb impression of all servants whom he proposes to employ for the purpose of this agreement before they are so employed and the Trust shall be at liberty to forbid the employment of any person whom it may consider undesirable. The servants employed by him shall be under the general discipline of the Trust in respect of

points or routes of the entry to and exit from the premises and in respect of the use of toilet and the wash rooms. He shall also have the character of all persons employed by him verified by the Police to the satisfaction of the Trust before the employment.

- 20 The licensee shall not damage the premises or any part of the Trust's premises and in the event of any damage being caused to the same intentionally or otherwise, by the licensee or his employees or invitees or customers, the Trust shall be entitled to repair the damage or make the requisite replacement and call upon the licensee to reimburse cost thereof, which the licensee undertakes to pay forthwith on demand.
- 21 The licensee shall be permitted to bring inside the Trust's premises only such vehicles and equipment as are authorized by the Trust and statutory authorities.
- 22 The licensee shall not store or bring or keep in the premises any articles so as to injure or damage the premises or keep goods of combustible or inflammable nature.
- 23 The licensee shall not use electrical heater, toaster and other allied appliances in the premises for preparation of tea, coffee or heating of food etc. unless specifically provided under the agreement to perform contractual obligation.
- 24 The licensee will during the continuance of this licence, insure against any claim for workmen's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with such insurance company as the Trust shall approve of and shall produce for inspection on demand by the Trust all policies in respect thereof and the receipts from time to time for current premium.
- 25 In the case of such breach of the terms of this license as minor offenses and complaints coming to its notice for which in the opinion of the Trust this agreement need not be terminated, the Trust at its discretion may recover the full compensation from the licensee.
- 26 The licensee shall not hold or permit to be held any public or private auction in the licensed premises.
- 27 The Trust do not recognize any association of the Traders and in case any negotiation/bargain necessary with regard to the clarification of the terms and conditions of the license or modification thereof such negotiations should be sought by the licensee alone and no collective representation/bargaining will be entertained.

- 28 At any time during the pendency of this agreement either of the party to this agreement shall not be liable to the other for non-performance (either wholly or in part) or delay in the performance of the terms and conditions of this agreement due to a “Force Majeure event”. As used herein a Force Majeure event shall include war or hostile acts of public parties, strike, lockouts, earthquakes, storms, embargoes or any similar even wholly outside the control or responsibility of either party to this agreement.
- 29 The licensee’s agents, representatives, employees and contractors may at all times during the period of License, peacefully and quietly enter upon and perform their work in the Trust’s premises.
- 30 The licensee shall obtain Harbour Entry Permits for all persons employed by him from the Assistant Traffic Manager, Central Pass Section of Chennai Port Trust, on payment of charges as per the Trust’s rules.
- 31 Deductions will be made on all payments at source, at the appropriate rates, towards Income Tax, GST etc., as per the relevant Acts and Rules in force and towards any other dues to be paid by the firm to the Trust.
- 32 Unless expressly agreed otherwise, any acknowledgement, consent, approval notice or request to be given or made by either party shall be given and made in writing.
- 33 The successors of the parties shall be bound and the name of each party shall be deemed to include the name of its successors and assigns.
- 34 Where appropriate, words denoting a singular number only shall include the plural and vice versa.

**35 Definitions and Interpretations:**

In the Licence (as hereinbefore defined) the following words and expressions shall have the meaning to them except where the license otherwise requires :

- a. “BOARD” means the Trustees of the Port of Chennai, a Statutory Authority duly constituted under Major Port Trust’s Act 1963 as amended from time to time.
- b. CHIEF MECHANICAL ENGINEER means the Chief Mechanical Engineer of the Chennai Port Trust.
- c. CHIEF MECHANICAL ENGINEER’s Representative means any Senior Deputy Material Manager, Deputy Material Manager, Assistant Material Manager or any staff of Materials Management Division, Chennai Port Trust of works detailed from time to time by the Chief Mechanical Engineer to perform the duties as may be specified in the license.



- d. "LICENSEE" means the person or persons, firm or company whose tender has been accepted by the Board and includes licensee's personal representative, successors and permitted assigns.
- e. "LICENCE" means conditions of licence , Schedule of Job Description, tender and licence agreement.

(SIGNATURE OF LICENSEE)

CHIEF MECHANICAL ENGINEER  
CHENNAI PORT TRUST

ARTICLES OF AGREEMENT made and entered into this -----  
----- between -----  
-----

(hereafter called the "Valuer") which expression shall include the persons named their respective heirs, executors and assigns of the company named or its successors and permitted assigns as the case may be of the one part and the Board of Trustees of the Port of Chennai (a body corporate under the Major Port Trust's Act, 1963, as amended from time to time) (hereinafter called Board) of the other part.

Whereas the Valuer have in their tender dated ----- offered to value the Serviceable and Unserviceable materials on behalf of the various departments of the Board as per the terms and conditions of the tender as and when required.

And whereas the Valuer have deposited with the Board a sum of ----- Rs. --  
----- /- (Rupees ----- only) by way of -----  
----- No.----- dated ----- to secure the due performance of the terms and conditions of this agreement.

Now these presents witness that it is hereby naturally agreed by and between the Valuer and the Board as follows:

1. For the period of ----- years from ----- to ----- the Board shall employ the Valuer and the Valuer shall act as the Valuer of the Board for the inspection and valuation of the serviceable and unserviceable materials ready for disposal by public auction/tender which the Board may desire from time to time during the currency of this agreement to be inventorised and valued otherwise than own agency.
2. Inspection and Valuation shall be held by the Valuer in the premises of the Board as and when required by the Traffic Manager or Chief Engineer or the Chief Mechanical Engineer or any other Officer of the Board.
3. The Board's Head of Departments concerned shall decide the time and place at which the inspection and valuation will be held and on the conditions of Tender and the Valuer shall inspect and valuation accordingly.
4. 100% payment for services will be made only after completion of valuation of each Auction/Tender in all respects as per the Schedule-A of the Tender Document. A work completion certificate must be obtained from the Deputy Material Manager (Depot), Chennai Port Trust for this purpose. Payment will be released in 30 days after deducting Income Tax, Liquidated damages, if applicable and any other dues to be paid by the valuer to the Trust.
5. The commission will be paid @ \_\_\_\_\_ percentage of total realised amount or assessed value of the respective lot whichever is less. The above rates shall be firm during the currency of the Contract and not subject to fluctuations at any stage till completion of the Contract.

6. Inspection may continue on the subsequent day and may necessitate inspection of lots at different sites, and in all such eventualities, the valuation will be reckoned as one and as per the list/catalogue provided.
7. When the goods are sold below the reserve price and the sale is confirmed on behalf of the Board the Valuer shall not be entitled to any commission on lots not sold or not confirmed. The Valuer has entitled to get commission on lots when goods are sold equivalent to or higher than the reserve price.
8. The Board shall advertise the disposal in the press of its choice at its cost including the website wherever required.
9. The Trust shall provide to the Valuer sufficient information / auction catalogue free of cost for each disposal detailing the materials proposed to be disposed. The Valuer shall take necessary action to inspection and valuation of the same at his own cost and arrangements. The Tender Documents will not be provided at free of cost.
10. The Valuer shall print at their own cost all other stationery required by them such as Valuation Report etc. after getting the proforma approved by the Board and use such stationery only in connection with valuation conducted on behalf of the Board.
11. The Valuer shall arrange themselves the conveyance, clerical assistance etc., that may be required by them for inspection and valuation of materials ready for disposal.
12. The Valuer should submit a statement showing the Valuation of materials with market survey details etc., as the case may be.
13. The Board shall accept the bids confirming the acceptance on the spot wherever possible (i.e. Equivalent or higher than the reserve price) and bids not confirmed on the spot shall be subject to subsequent confirmation by the Board.
14. If the work is delayed by the Valuer at any stage the same will be carried out through other Valuer at the discretion of the Chief Mechanical Engineer or the Traffic Manager or the Chief Engineer and any extra expenditure incurred by the Trust on this account will be recovered from any moneys due or to become due to the Valuer under this contract, without prejudice to the recovery of any additional amount if found necessary.
15. The Valuer had produced Demand Draft for Rs.-----/- issued as Security for the due fulfillment of the conditions of this contract. The said Security Deposit shall be forfeited and become the property of the Board in the event of any breach by the Valuer of the conditions hereof. If the loss occurred to the Board by any breach on the part of the Valuer of condition hereof shall be greater than the amount of Security Deposit the Valuer shall pay to the Board the difference between the amount of Security Deposit and the loss sustained by the Board. Such loss shall include all expenses of whatever nature including all legal expenses as between solicitor and client incurred by the Board in recovering such loss.

16. In case of delay in inspection and valuation the Chief Mechanical Engineer or the Traffic Manager or the Chief Engineer shall issue the Valuer a memo in writing pointing out the delay and calling upon the Valuer to explain the causes for delay within 3 days of receipt of the memo. If the Chief Mechanical Engineer or the Traffic Manager or the Chief Engineer is not satisfied with the explanation offered, he may forfeit the Security Deposit and/or withhold payment of pending bills in whole or in part. The Valuer may appeal to the Chairman against the order of the Chief Mechanical Engineer or the Traffic Manager or the Chief Engineer forfeiting the Security Deposit and withholding of bills within a week of the said order, and the decision of the Chairman shall be final and binding on the Valuer. If the Security Deposit or any part thereof is forfeited by an order of the Chief Mechanical Engineer or the Traffic Manager or the Chief Engineer and such order becomes final, the Valuer shall make good the security deposit or part of such deposit, so forfeited within a fortnight thereafter or such further time as the Chief Mechanical Engineer or the Traffic Manager or the Chief Engineer may grant, failing which the Chief Mechanical Engineer or the Traffic Manager or the Chief Engineer may terminate the Contract.
17. The Valuer shall not assign this contract or sublet the whole or any portion thereof to any party whatsoever. The Valuer shall not purchase any of the materials valued for disposal themselves or through their agents without the prior consent of the Board.
18. The Valuer shall be solely responsible for reporting to the Board and Police Department immediately any serious or fatal accidents at any place belonging to the Board including premises leased to the Board, to any of their employees / workmen engaged by them.
19. "The Valuer shall be responsible for any accident, damage or injury caused to any of their own employees or any other person at the time of inspection and valuation of the materials ready for disposal and shall hold the Board indemnified in respect thereof and also in respect of any claims made by any person for any reason whatsoever".
20. In the event of death, insanity or insolvency of the Valuer, the Contract shall be terminated at once and all amounts due to the Valuer shall forthwith be worked out and paid for to the person or persons legally entitled to receive such payments. In the event of payment being made to legal representative of the deceased Valuer under this clause, such legal representative shall enter into a bond with the Board with sufficient sureties indemnifying the Board from all claims and costs that may be made against the Trust in respect of the work done under this contract.
21. The Valuer shall conform to and comply with the Regulations and bye-laws of the Trust's Workmen's Compensation Act of all other local authorities such as the Corporation of Chennai, the Tamil Nadu Electricity Board, the Government Custom and the Police Department, Fire Service etc., Labour Rules and Regulations regarding payment of fair wage, Health and Sanitary arrangements for their staff posted for duty in connection with the work.

22. Any notice to the Valuer shall be deemed to be sufficiently served if given or left in writing at their usual or last known place of abode of business.
23. It is clearly understood that the rates mentioned in Clause (4) above are inclusive of everything required to be done by the conditions of the contract and work specified and also all such work as is necessary for the proper completion of the Contract although special mention thereof may have been omitted.
24. The Contract is liable for cancellation if either the Valuer themselves or any of their employees is found to be a person who has held a Class I post under the Board immediately before retirement and has within two years of such retirement accepted without obtaining the previous permission of the Board or of the Chairman as the case may be an employment as Contractor for or in connection with the execution of public works or as an employee of such contract.
25. If the Contract is terminated on account of the failure of the Valuer to comply with the above clause the Board shall be entitled to recover from them such damages as may be determined by the Chief Mechanical Engineer with due regard to the inconvenience caused to the Board on account of such termination without prejudice to the Board's right to proceed against such officer.
26. All the conditions of the tender prefixed hereto shall be deemed to be incorporated herein and shall unless contrary to, or inconsistent with the provision hereof be deemed to be part of this contract and this contract shall be read and construed accordingly.
27. Upon the complete fulfillment of this contract by the Valuer to the satisfaction of the Board, the amount deposited by the Valuer as security for the due fulfillment of this contract will be returned to them less the amount due if any to the Board from the Valuer.
28. In case of any disputes, all the disputes between the parties shall be referred to the award of either a sole arbitrator if both parties agree for the same or to the award of three arbitrators (one to be nominated by the Contractor and one by the Board and the third the Presiding arbitrator by the two appointed arbitrators) in writing before proceeding on the reference and the decision of the arbitrators shall be final and binding on all parties to the contract and the provisions of the Arbitration and Conciliation Act 1996 and the rules thereunder and any statutory modification thereof shall be deemed to apply to such reference and deemed to be incorporated in the contract. The arbitrators shall give reasons for the award.
29. This agreement shall come into force from the-----day of ----- Two Thousand ----- upto -----<sup>th</sup> ----- Two Thousand -----.

IN WITNESS WHEREOF the said parties to these have here unto set their hand and seal the day and year first above written.

The Common seal of the Board Of Trustees of the Port of Chennai Represented by the Chairman was hereunto Affixed and

CHIEF MECHANICAL ENGINEER  
CHENNAI PORT TRUST

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

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

Signed and sealed by the Contractor in the presence of :

CONTRACTOR

Witness (Name with full Address)

1.

2.

WHEREAS M/s. \_\_\_\_\_

with its Registered Office at \_\_\_\_\_

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

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

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

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

\_\_\_\_\_ dated \_\_\_\_\_ at Chennai this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_.

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

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



of the bid with all other relevant details. The bidder has to submit the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.

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

CHIEF MECHANICAL ENGINEER