



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

Tender No. DW1/014/2017/M (D)

**NAME OF WORK:** TENDER FOR “Carrying out the Routine Inspection on Under water Area, Clearing of obstruction from propellers, Inspection of propellers, Clearing of wires, scrap metal, pipes and slings etc., from hopper spaces and hopper doors clearing of sea suction in takes, attending to repairs of hopper doors of Dredger Cauvery and all Marine Craft including Tugs and Launches by Under water diving” in Chennai Port Trust.

**THROUGH E-PROCUREMENT MODE**

Due Date of online submission : 1500 Hrs. on 03.05.2018  
Due Date & Time of bid opening : 1530 Hrs. on 04.05.2018

CHENNAI PORT TRUST

NAME OF WORK: TENDER FOR “Carrying out the Routine Inspection on Under water Area, Clearing of obstruction from propellers, Inspection of propellers, Clearing of wires, scrap metal, pipes and slings etc., from hopper spaces and hopper doors clearing of sea suction in takes, attending to repairs of hopper doors of Dredger Cauvery and all Marine Craft including Tugs and Launches by Under water diving” in Chennai Port Trust.

Tender No: T / DW1/ 014/ 2017 / M(D)

THROUGH E-PROCUREMENT MODE

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CHENNAI PORT TRUST  
ONLINE BID REFERENCE

Tender No. DW1/014/2017 /M(D)

NAME OF WORK: TENDER FOR “Carrying out the Routine Inspection on Under water Area, Clearing of obstruction from propellers, Inspection of propellers, Clearing of wires, scrap metal, pipes and slings etc., from hopper spaces and hopper doors clearing of sea suction in takes, attending to repairs of hopper doors of Dredger Cauvery and all Marine Craft including Tugs and Launches by Under water diving” in Chennai Port Trust.

THROUGH E-PROCUREMENT MODE

PERIOD OF DOWNLOADING  
BIDDING DOCUMENT : FROM 12.04.2018 TO 03.05.2018

LAST DATE & TIME FOR  
ONLINE SUBMISSION OF BID : 03.05.2018 TIME 1500 HOURS

TIME & DATE OF  
OPENING OF TECHNICAL BID : 04.05.2018 TIME 1530 HOURS

TIME & DATE OF  
OPENING OF PRICE BID : INTIMATED LATER

PLACE OF OPENING  
OF TECHNICAL BID : CHENNAI PORT TRUST,  
VIth FLOOR,  
CENTENARY BUILDING  
No.1, RAJAJI SALAI,  
CHENNAI – 600 001.

DEPUTY CONSERVATOR  
CHENNAI PORT TRUST



CHENNAI PORT TRUST MARINE  
DEPARTMENT No.1,Rajaji salai,  
Chennai-600001

Online tenders through e-procurement mode are invited under Two cover system from GST Registered Contractors/firms who satisfy the eligibility criteria for the work of “Carrying out the routine inspection on Under water area, clearing of obstruction from propellers, inspection of propellers, clearing of wires, scrap metal, pipes and slings etc., from hopper spaces and hopper doors, clearing of suction in takes, attending to repairs of hopper doors in Dredger Cauvery and all marine craft including Tugs and Launches by under water diving” as per details furnished hereunder.

Estimated Cost: Rs.4,59,000/- (approx) EMD: Rs.9180/-  
excluding applicable GST

Completion period: 1 year

Minimum Qualification Criteria:

- (i) Average annual financial turnover during the last 3 years ending 31st March 2017, should be atleast 30% of the estimated cost ie Rs.1.38 lakhs &
- (ii) Experience of having successfully completed similar works during the last 7 years ending 31<sup>st</sup> August 2017 as follows:
  - (a) Three similar completed works each costing not less than 40% of the estimated cost ie. Rs.1.84 lakhs (or)
  - (b) Two similar completed works each costing not less than 50% of the estimated cost ie. Rs.2.30 lakhs (or)
  - (c) One similar completed work costing not less than 80% of the estimated cost ie. Rs.3.67 lakhs

Note:- “Similar work” means, “any underwater inspection/repairs connected with ships and performed by under water diving”.

Documentary proof such as Notarized copy of work order / agreement and completion certificate for the technical experience and audited balance sheets, Profit & Loss account statements for annual turn over certified by Chartered Accountant for meeting the eligibility criteria shall be uploaded with tender document - Technical Bid link through e-procurement mode. Tenderer should produce valid DG Shipping/IRS/MMD letter for carrying out underwater inspection / diving. The Tenderer may submit either Notarised or self attested copies of the documents. The successful Tenderer should produce the original documents for verification before award of work. 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 uploaded. The price bids of the tenderers will not be opened if the tenderers do not meet the eligibility criteria on technical aspects in cover I. All the documents as per Form-I to Form-X and Annexure-I shall be uploaded through e-procurement portal after scanning in pdf format in the Tender Document – Technical Bid.

The GST registered tenderers are only eligible to participate in the tender. The complete tender document can be downloaded from Chennai Port Trust website: [www.chennaiport.gov.in](http://www.chennaiport.gov.in) under e-procurement portal. i) The EMD shall be submitted in the form of Account Payee Demand Draft / Fixed Deposit Receipt / Bankers Cheque or Bank Guarantee in single instrument can be accepted from any of the Commercial Banks drawn in favour of ‘The Chairman, Chennai Port Trust’ payable at Chennai 600001 in Chennai shall be uploaded with the tender document - Technical bid while submitting the tender electronically in the e-procurement Portal.

The original financial single instrument towards EMD shall be submitted to “Office of the Deputy Conservator, Chennai Port Trust” before opening of Technical Bid latest by 1500 hrs on 03.05.2018. Non submission of the original financial instrument EMD within the above period will lead to disqualification of bids.

Down loading period of bid document : 12.04.2018 to 03.05.2018

Start date & time for online bid submission : 12.04.2018 at 1645 hrs

Last date & time for online bid submission : 03.05.2018 at 1500 hrs

CHENNAI PORT TRUST  
NOTICE INVITING ONLINE TENDERS  
Tender No. T/DW1/014 /2017/M(D)

TENDER FOR “Carrying out the Routine Inspection on Under water Area, Clearing of obstruction from propellers, Inspection of propellers, Clearing of wires, scrap metal, pipes and slings etc., from hopper spaces and hopper doors clearing of sea suction in takes, attending to repairs of hopper doors of Dredger Cauvery and all Marine Craft including Tugs and Launches by Under water diving” in Chennai Port Trust.

- 1.1 Online tenders through e-procurement mode are invited by Chennai Port Trust from reputed Contractors for executing the work of Tender for “Carrying out the Routine inspection on under water area, clearing of obstruction from propellers, inspection of propellers, clearing of wires, scrap metal, pipes and slings etc., from hopper spaces and hopper doors clearing of sea suction in takes, attending to repairs of hopper doors of Dredger Cauvery and all Marine Craft including Tugs and Launches by under water diving” under two cover system. The estimated cost put to tender is Rs.4,59,000/- excluding applicable GST.
- 1.2 The tender document through e-procurement mode is open from 12.04.2018 to 03.05.2018 can be downloaded from the Ch.P.T official website and through e-procurement portal link.
- 1.3 One set of tender document consists of two volumes (Volumes-I & II). Volume-I (Technical Bid) comprises all Technical & commercial offer documents and Volume-II (Price Bid) comprises all Price bid documents.
- 1.4 The complete tender document can be downloaded from Chennai Port Trust website: [www.chennaiport.gov.in](http://www.chennaiport.gov.in) and e-procurement portal link and submit as tender offer on or before the due date and time of submission. The Tenderer shall upload the scanned copy of the DD instrument towards the EMD as proof of payment while submitting the tender electronically in the e-procurement Portal. The DD in single instrument can be accepted in original shall be forwarded along with EMD to reach the Ch.P.T before opening the technical bid. Mere uploading of proof of DD towards cost in the e-procurement portal and non-submission of the original financial instruments after the above deadline lead to disqualification of bids.
- 1.5 The EMD of Rs.9180/- (Rupees Nine thousand one hundred eighty only) as per Clause 15 A of section-I shall be paid as described in the Tender Document. The tender offer shall have to be submitted by the Tenderer only through e-procurement mode as explained in the tender document.
- 1.5.1 The EMD shall be submitted in the form of Account Payee Demand Draft/ Fixed Deposit Receipt/Bankers Cheque or Bank Guarantee in single instrument can be accepted from any of the Commercial Banks drawn in favour of ‘The Chairman, Chennai Port Trust’ payable at Chennai-600001.

1.5.2 Exemptions from EMD will be allowed in case of units registered with National Small Scale Industries Corporation (NSIC) /Micro Small and Medium Enterprise (MSME) registered with NSIC. The Registration Certificate shall be valid as on due date of Tender / extended due date of the Tender, if any. Techno-commercial bid shall be accompanied by a Photocopy of valid NSIC Registration Certificate/MSME Registration Certificate issued by Competent Government Bodies to be eligible for the above exemptions. Also, the Certificate (NSIC / MSME) shall cover the items which are of similar nature to those covered in the subject tender to avail EMD fee exemptions. Photocopy of application for Registration as NSIC / MSME or for renewal of NSIC / MSME will not be accepted and, such offers will be treated as offers received without EMD and liable to be rejected.

A tenderer who claims exemption from payment of EMD shall submit relevant document(s) as proof of Exemption, duly notarized or Self attested at the office No.1, Rajaji Salai, 3rd Floor, Administrative building, Chennai Port Trust, Chennai – 600 001 up to 1500 Hrs on 03.05.2018 and a scanned copy of the above certificate should also be uploaded in e-procurement portal.

1.5.3 The proof of EMD shall be uploaded as a scanned copy of the instrument through e-procurement mode under the Tender Document – Technical Bid while submitting tender electronically in the e-procurement portal. The original EMD must reach Chennai Port Trust in corresponding address before opening of Technical Bid as per the date and time given in this tender. Mere uploading of EMD document in the portal and non-submission of the original EMD at the address given below before the Technical Bid opening date & time will lead to technical bid opening disqualification of the bid by the bidder:-

Deputy Conservator  
No.1, Rajaji salai,  
6th Floor, Centenary building  
Chennai Port Trust,  
Chennai – 600 001.

The original EMD instrument (DD/BC/Notarized Copy or self attested copy of Exemption Certificate should be sealed in an envelope) can also be dropped in the Tender Box kept at the above address.

The tender offer shall have to be submitted by the Tenderer only through e-procurement mode as explained in the Tender Document.

1.6 The offer (both Techno-Commercial & Price) must be valid for a minimum of 120 days from the last date of online submission of offer; otherwise the offer shall be rejected as non-responsive.

1.7 Bidding is open to all eligible bidders meeting the eligibility criteria as defined in Clause 4 of Section-I (Instructions to Bidders) and bidders are advised to note the minimum qualification criteria specified below to qualify for the award of the contract.

- (i) Average annual financial turnover during the last 3 years ending 31<sup>st</sup> March 2017, should be atleast 30% of the estimated cost ie Rs.1.38 lakhs &
- (ii) Experience of having successfully completed similar works during the last 7 years ending 31<sup>st</sup> August 2017 as follows:
  - (a) Three similar completed works each costing not less than 40% of the estimated cost ie. Rs.1.84 lakhs (or)
  - (b) Two similar completed works each costing not less than 50% of the estimated cost ie. Rs.2.30 lakhs (or)
  - (c) One similar completed work costing not less than 80% of the estimated cost ie. Rs.3.67 lakhs

Note:- “Similar work” means, “Any underwater inspection/repairs connected with ships and performed by under water diving”.

Documentary proof such as Notarized copy of work order / agreement and completion certificate for the technical experience and audited balance sheets, Profit & Loss account statements for annual turn over certified by Chartered Accountant for meeting the eligibility criteria shall be uploaded under tender document - technical bid link through e-procurement mode. The Tenderer may upload either Notarised or self attested copies of the documents. Tenderer should produce valid DG shipping/IRS/MMD letter for carrying out underwater inspection/ diving. The successful Tenderer should produce the original documents for verification before award of work. 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 uploaded. The price bids of the tenderers will not be opened if the tenderers do not meet the eligibility criteria on technical aspects in cover I. All the documents as per Form-I to Form-X and Annexure-I shall be uploaded through e-procurement portal after scanning in pdf format in the Tender Document – Technical Bid.

- 1.8 The Employer/Board do not bind themselves to accept the lowest or any tender and reserve the right to accept any tender in part or to reject any tender without assigning any reason there for.
- 1.9 The prospective Tenderer shall submit queries if any through e-tendering portal addressed to the Deputy Conservator, Chennai Port Trust, Chennai in connection with this tender well in advance, so that the queries can be clarified. The bidders queries will be clarified through e-procurement portal.
- 1.10 The due date of online submission of offers will be 03.05.2018 at 1500 hrs, unless otherwise notified. In the event of changes in the schedules, the Deputy Conservator, Chennai Port Trust notifies the same only through [www.chennaiport.gov.in](http://www.chennaiport.gov.in) and e-procurement portal link.
- 1.11 If the offers are not received according to the instructions detailed here above, they shall be liable for rejection.

DEPUTY CONSERVATOR  
CHENNAI PORT TRUST

## CHENNAI PORT TRUST

TENDER FOR “Carrying out the Routine Inspection on Under water Area, Clearing of obstruction from propellers, Inspection of propellers, Clearing of wires, scrap metal, pipes and slings etc., from hopper spaces and hopper doors clearing of sea suction in takes, attending to repairs of hopper doors of Dredger Cauvery and all Marine Craft including tugs and launches by Under water diving” in Chennai Port Trust.

### INSTRUCTIONS FOR ONLINE BID SUBMISSION

- I Bidders to follow the following procedure to submit the bids online through the e-Procurement portal <http://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 MTNL/SIFY/TCS/nCode/eMudhra 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 Port web site and download the required documents/tender schedules for the interested tenders.
5. Bidder then logs into the site using the secured login by giving the user id/password chosen during registration and password of the DSC/e-token class-III.
6. Only one DSC/e-token class-III should be used for a bidder and should not be misused by others. If a bidder uses more than one DSC token, the bid would summarily rejected.
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 clarified through online. Bidder should take into account of the Addendums published before submitting the bids through online.
9. Bidder must prepare the bid documents to be submitted in advance as indicated in the tender and it should be in required format. If there is more than one document, they can be clubbed together.



10. Bidder should submit the EMD as specified in the tender. The original should be posted/couriered/given in person to the specified location as per Tender Document, latest by the date and time of bid submission.
11. Bidder selects the interested tender by 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 should reads the terms & conditions and accepts the same to proceed further to submit the bid.
14. The Bidder has to select the payment option as offline to pay the EMD as applicable.
15. The details of the DD instrument / 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.

15 (a).

EARNEST MONEY  
DEPOSIT

Rs.9180/- (Rupees Nine thousand one hundred eighty only)

MODE OF PAYMENT OF  
EMD

In the form of Account payee Demand Draft/Fixed Deposit Receipt / Bankers Cheque / Bank guarantee from of the Commercial Bank safeguarding the purchaser's interest in all respects in favour of 'The Chairman, Chennai Port Trust' payable at Chennai.

The scanned copy Account payee Demand Draft/Fixed Deposit Receipt / Banker's Cheque / Bank guarantee from of the Commercial Bank, safeguarding the purchaser's interest in all respects in favour of 'The Chairman, Chennai Port Trust' payable at Chennai pursuant to clause 16 of ITB of Technical Bid of the tender document, towards Bid Security (EMD) drawn in favour of "The Chairman, Chennai Port Trust" payable at Chennai shall be uploaded with the tender document - Technical bid while submitting the tender electronically in the e-procurement Portal. The original financial instruments towards the cost of EMD shall be submitted by should be sealed in an envelope and reached to Office of the Deputy Conservator, Chennai Port Trust, 6th Floor, Centenary Building, Chennai Port Trust, No.1,

Rajaji Salai, Chennai– 600 001. Clearly mention the Tender No., Subject of the Tender and Name of the Party on the Envelope on or before due date and time upto dt 03.05.2018 at 1500 Hrs before opening the Technical bid. Non submission of the original financial instruments within the above period leads to disqualification of bids.

- 16 The Bidder has to enter the password of the DSC/e-token and the required bid documents have to be uploaded one by one as indicated.
- 17 The rates offered details have to be entered separately in a spread sheet file (xls format Price bid) 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.
  - 17.1 The item rate is to be indicated against each item of work/s.
  - 17.2 The rate will be applicable to the item against which the rate is quoted.
  - 17.3 The figures entered in the column notified as Rates will have automatic conversion to words in next column and thereafter the amount is calculated with multiplication of rate and quantity. This would be carried forward until end of BOQ and the total amount is calculated automatically and tenderer need not insert anything other than rate in figures and name of the firm.
  - 17.4 The tendering system will give a successful bid updation message and then a bid summary will be shown with the bid no., the date and time of submission of the bid and all other relevant details. The bidder has to submit the relevant documents required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 18 The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
- 19 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.
- 20 For any clarifications with the Tender Inviting Authority (TIA), the bid number can be used as a reference.
- 21 Bidder should log into the site well in advance for bid submission so as to submit 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.

- 22 Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2 MB, it can be reduced by scanning at low resolution and the same can be uploaded. However, if the file size is less than 1 MB the transaction uploading time will be very fast.
- 23 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening, etc., in the e-procurement system. The bidder should follow this time during bid submission.
- 24 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 & cannot be viewed by any one until the prescribed date & time of bid opening.
- 25 The confidentiality of the bid is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 26 Any document 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.
- 27 For any queries related to portal, the bidders are asked to contact by Mail [cppp.nic@nic.in](mailto:cppp.nic@nic.in) or by phone 1800-3070-2232 or 91-7878007972 or 91-7878007973 well in advance.
- 28 Tenderer is required to submit their tender through online in the form of Two Cover System on or before schedule bid due date of closing and time as notified in NIT. The tender received after the due date and time will not be entertained.
- 29 Tender Document can be submitted online only in the designated e-procurement portal [eprocure.gov.in](http://eprocure.gov.in) on or before the due date and time. The time of opening of technical bid will be as notified in the NIT.
- 30 Tenderer should submit the tender as per specification of work, and in accordance with the instructions to bidders, General Conditions of Contract.

## II. DETAILS: TECHNICAL BID

### This shall contain the following:-

1. Scanned Copy of demand draft towards EMD.
2. Scanned notarized or Self attested copy of work order / agreement and completion certificate for similar works.
3. Scanned copy of notarized CA certified Auditors balance sheet, P and L account Statement during last 3 years.
4. Scanned Copy of Form of Bid, Contractors Bid and letter of Submission
5. scanned copy of valid DG shipping/IRS/MMD letter for carrying out underwater inspection/ diving.

6. Tender Document (Section I To V) with all amendments and clarification.

The EMD- Account Payee Demand Draft/ Fixed Deposit Receipt/Bankers Cheque or Bank Guarantee in single instrument can be accepted from any of the Commercial Banks drawn in favour of 'The Chairman, Chennai Port Trust' payable at Chennai 600001.

DETAILS : PRICE BID (BOQ) – Price Schedule

Price should be quoted in a spread sheet file (.xls format) available in e-procurement Portal only. Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright.

For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The price bid submitted through e-procurement mode only will be taken up for the purpose for evaluation.

III. EVALUATION PROCESS:

- 1) A proposal shall be considered responsive if –
  - a. It is received by the proposed Due Date and Time.
  - b. It is Digitally Signed.
  - c. It contains the information and documents as required in the Tender Document.
  - d. Contains EMD.
  - 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. The Port Trust reserves the right to determine whether the information has been provided in reasonable detail.
  - h. There are no significant inconsistencies between the proposal and the supporting documents.
  - i. The Technical qualification conforms to as specified in the qualification criteria of General Rules and directions for the guidance of the Tenderer.
  - j. A Tender that is substantially responsive in 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 Applicant 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.
- 2) Since the tender involves selection based on pre-qualification criteria and technical specification, the Deputy Conservator 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.

- a. The date and time will be intimated to tenderers whose offers are found suitable and Cover – II of such tenderers will be opened on the specified date and time.
- b. The cost of stamping Agreement must be borne by the successful Tenderer.
- c. Tenderers should obtain temporary pass from the Port Asst. Traffic Manager (Central Pass Section) near Anchor Gate Hospital or from the Deputy Conservator Office, 6th Floor, Centenary Building, Chennai Port Trust, Rajaji Salai, Chennai – 600 001 to gain entry into the Trust's premises if necessary.
- d. The 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.

DEPUTY CONSERVATOR  
CHENNAI PORT TRUST

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THROUGH E-PROCUREMENT MODE

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## CHENNAI PORT TRUST

TENDER FOR “Carrying out the Routine Inspection on Under water Area, Clearing of obstruction from propellers, Inspection of propellers, Clearing of wires, scrap metal, pipes and slings etc., from hopper spaces and hopper doors clearing of sea suction in takes, attending to repairs of hopper doors of Dredger Cauvery and all Marine Craft including Tugs and Launches by Under water diving” in Chennai Port Trust.

### SECTION I INSTRUCTIONS TO BIDDERS

#### 1. Scope of Bid

1.1 Chennai Port Trust hereinafter termed “the Employer” invites online bids for the Tender of “Carrying out the Routine Inspection on Under water Area, Clearing of obstruction from propellers, Inspection of propellers, Clearing of wires, scrap metal, pipes and slings etc., from hopper spaces and hopper doors clearing of sea suction in takes, attending to repairs of hopper doors of Dredger Cauvery and all Marine Craft including tugs and launches by Under water diving” as defined in the bid documents (hereinafter referred to as the ‘Works’).The bidder may submit bid for the works detailed in the NIT through e-procurement mode.

The Contract period is One year from the date of commencement of the work as detailed elsewhere in the contract.

#### 2. Eligible Bidders

- 2.1 The invitation for Bids is open to all eligible bidders meeting the qualification criteria as defined in Clause.4
- 2.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Employer in accordance with Clause 35.

#### 3. Eligibility Criteria

- 3.1 The bidders shall upload the following information and documents. Tender Document – Technical Bid submission as
  - (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
  - (b) Annual financial turnover during last three years viz, 2014-15,2015-16 and 2016-17.
  - (c) Experience in works of a similar nature for each of the last seven years (d) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years;

- 3.2 To qualify for award of the contract, bidders are advised to note the minimum qualification criteria specified below:
- (i) Average annual financial turnover during the last 3 years ending 31<sup>st</sup> March 2017, should be at least 30% of the estimated cost ie Rs.1.38 lakhs and
  - (ii) Experience of having successfully completed similar works during the last 7 years ending 31<sup>st</sup> August 2017 as follows:
    - (a) Three similar completed works each costing not less than 40% of the estimated cost ie. Rs.1.84 lakhs (or)
    - (b) Two similar completed works each costing not less than 50% of the estimated cost ie. Rs.2.30 lakhs (or)
    - (c) One similar completed work costing not less than 80% of the estimated cost ie. Rs.3.67 lakhs

Note:- “Similar work” means, “Any underwater inspection/repairs connected with ships and performed by under water diving”.

Documentary proof such as Notarized copy of work order / agreement and completion certificate for the technical experience and audited balance sheets, Profit & Loss account statements for annual turn over certified by Chartered Accountant for meeting the eligibility criteria shall be uploaded under tender document with technical bid link through e-procurement mode. Tenderer should produce valid DG shipping/IRS/MMD letter for carrying out underwater inspection/diving. The Tenderer may upload either Notarised or self attested copies of the documents. The successful Tenderer should produce the original documents for verification before award of work. 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 uploaded.

Originals such as demand draft, should be reached Chennai Port Trust before opening of the technical bid.

- 3.3 Sub-Contractors’ experience and resources shall not be taken into account in determining the bidder’s compliance with the qualifying criteria.
- 3.4 Even though the bidders meet the minimum qualifying criteria, they are subject to be disqualified if they have:
- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
  - record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.,
4. One Bid per Bidder  
Each Bidder shall submit only bid for one package. A bidder who submits or participates in more than one bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer’s participation to be disqualified.



5. Cost of Bidding  
The bidder shall bear all costs associated with the preparation and submission of his Bid through online, and the Employer will in no case be responsible and liable for those costs.
6. Site Visit
- 6.1 The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Works. The costs of visiting the site shall be borne by the tenderer. Permission required to visit the site will be given during the tender period on application to:  
The Deputy Conservator,  
Chennai Port Trust,  
No.1 Rajaji Salai,  
Chennai – 600 001.  
Telephone : 044 – 2531 2533/25360985  
Fax : 044 – 2538 4012
- 6.2 The tenderer and any of his personnel or agents will be granted permission by the Employer's representative to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel and agents, will release and indemnify the Employer's representative from and against all liability in respect of such inspection and will also be responsible for death or personal injury, loss or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- 6.3 It is the responsibility of Tenderers to visit the site as set out in 7.1 above and obtain all information necessary for the purpose of preparing Tenders. Tenderers must inspect and fully satisfy themselves as to:
- The requirements and extent of the Works.
  - The means of access to the Site.
  - The topographical and bathymetric features of the Site which may affect the tender.
7. Content of Tender Documents  
The Tender documents contain the schedules stated below, and should be read in conjunction with any Addenda / Amendments issued in accordance with Clause 9:
- i) Notice Inviting Tender
  - ii) Instructions for on line tender submission
  - iii) Section I - Instructions to Bidders.
  - iv) Section II - General Description of work and other conditions.
  - v) Section III - Specification of materials and works
  - vi) Section IV - General Conditions of contract
  - vii) Section V - Part-I Preamble of Bill of Quantities  
Part-II Bill of Quantities
  - viii) Form of Agreement.

## 8. Clarification of Bidding Documents

A Prospective Tenderer requiring any clarification regarding the tender documents may notify the through e-procurement portal or E-mail [dr.suptdt@chennaiport.gov.in](mailto:dr.suptdt@chennaiport.gov.in) at the Deputy Conservator's address indicated in the Invitation of Tenders. The Employer's representative will respond to any request for clarification, which he receives 7 days prior to the deadline for submission of tenders.

## 9 Amendment of Bidding Documents

9.1 Before the deadline for submission of bids, the Deputy Conservator may modify the bidding documents by using addenda.

9.2 Any addendum thus issued shall be part of the bidding documents and shall be hosted in Ch.P.T web site and e-procurement portal. The amendment so issued will form part of the tender document and shall be binding upon the tenderers. The responsibility of downloading such addendum/amendment from Ch.P.T website and e-procurement portal fully lies with the bidder

9.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Deputy Conservator shall extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

## 10. Preparations and Submission of Bid

### 10.1 Language of the Bid

All documents relating to the bid shall be in the English language.

## 11 Documents comprising the Bid

11.1 The bid submitted by the bidder shall comprise the following:

### A) Technical Bid (Volume I)

The following documents shall be submitted online only

1. Scanned Copy of demand drafts towards EMD
2. Scanned notarized or Self attested copy of work order / agreement and completion certificate for similar works.
3. Scanned copy of notarized CA certified Auditors balance sheet, P and L account Statement during last 3 years.
4. scanned copy of valid DG shipping/IRS/MMD letter for carrying out underwater inspection/ diving.
5. Scanned copy of documents as per Form I to X and Annexure-1
6. Scanned Copy of Form of Bid, Contractors Bid and letter of Submission
7. Technical Bid Document – Cover I (Section I To V) with all amendments and clarification, if any.

The original financial instruments towards EMD must reach Chennai Port Trust in corresponding address before opening of Technical Bid as per the date and time given in this tender.

B) Price Bid (Volume- II)

i) Priced Bill of quantities duly filled.

12. Bid Prices

12.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted through e-procurement portal by the Bidder.

12.2 The Bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities through e-procurement portal .xle format. Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

12.3 All duties, Contribution towards ESI, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices plus applicable GST and total Bid Price submitted by the Bidder.

13. Currencies of Bid and payment

13.1 The Unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

14 Bid Validity:

14.1 Bids shall remain valid for a period not less than 120 days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

14.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder agreeing to the request will not be permitted to modify his bid and also shall submit an extension for EMD, if necessary.

15. Bid Security (Earnest Money Deposit – EMD)

a. The bidder shall have to pay the Earnest Money Deposit of Rs.9180/-.

b. The EMD either by Demand Draft /Fixed Deposit Receipt/ Banker's Cheque or Bank Guarantee in single instrument can be accepted drawn in favour of "The Chairman, Chennai Port Trust" from any of Commercial Bank payable at Chennai- 600 001.

c. EMD of unsuccessful bidders other than L<sub>1</sub>, and L<sub>2</sub> will be refunded immediately after ranking of price bids. Earnest Money of L<sub>2</sub> will be refunded immediately after entering into agreement with L<sub>1</sub> and acceptance of performance Guarantee from L<sub>1</sub>.

d. EMD be refunded sue-motto without any application from the bidders.

e. The Bid Security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance Security.

f. The Bid Security may be forfeited, if

- a) The Bidder withdraws the Bid after Bid opening during the period of Bid Validity; or
  - b) The EMD shall be retained until finalization of Tenders. If any statements documents / information submitted by Tenderer is found false / incorrect. Willful misrepresentation or omission of facts or fake / forged documents, the EMD shall be forfeited; or
  - c) The successful Bidder fails within the specified time limit to
    - i) sign the Agreement or
    - ii) furnish the required performance security
- 16 Alternative Proposals by Bidders  
Not applicable
- 17 Format and signing of Bid
- 17.1 The Bid shall be in online mode
- 17.2 The Bid shall contain no alterations or additions, except those comply with instructions issued by the Employer.
- 18 Sealing and Marking of Bids
- 18.1 The bidder shall put original bid security document as per Clause No.15, hereof in one envelope and properly seal and mark as “Bid Security EMD”
- 18.2 The envelopes shall
  - a) be addressed to “The Deputy Conservator, Chennai Port Trust, No.1 Rajaji Salai, Chennai-600 001”
  - b) bear the following identification:

Bid for “Carrying out the Routine Inspection on Under water Area, Clearing of obstruction from propellers, Inspection of propellers, Clearing of wires, scrap metal, pipes and slings etc., from hopper spaces and hopper doors clearing of sea suction in takes, attending to repairs of hopper doors of Dredger Cauvery and all Marine Craft including tugs and launches by Under water diving” in Chennai Port Trust.

Bid Reference No: T/DW1/014/2017/M(D)  
DO NOT OPEN BEFORE (1500HRS & DATE: 03.05.2018)  
Name and Address of the Bidder

And shall reach the office of The Deputy Conservator, 6th floor of Centenary Building, Chennai Port Trust, No.1 Rajaji Salai, Chennai-600 001 latest by 1500 hrs on 03.05.2018 and open at 1530 hrs. on 04.05.2018 in presence of the tenderers who may wish to be present.
- 18.3 In addition to the identification required in Sub-Clause 19.2, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 21, or the bid is declared non-responsive. If the outer envelopes are not sealed and marked as above, the

Deputy Conservator will assume no responsibility for the misplacement or premature opening of the Technical bid and Financial bid.

- 18.4 Tender document including quoted bid price have to be submitted online only before deadline for online submission of bid.

For evaluation purpose the uploaded offer documents will be treated as authentic and final. Any documents submitted in the form of hard copy except original financial instruments towards cost of tender document and EMD shall be treated as irrelevant.

#### 19 Deadline for online Submission of Bids

- 19.1 The completed bid shall be submitted in the electronic form by 1500 Hrs. on dt. 03.05.2018 only through e-procurement portal.
- 19.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.
- 19.3 Price should be quoted in a spread sheet file (.xls format) available in e-procurement Portal only. Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The bid submitted through e-procurement mode only will be taken up for the purpose for evaluation.

The uploaded Port Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted/uploaded by the tenderer, the conditions mentioned in the port's uploaded document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

#### 20. Late Bids

- 20.1 The tenderer should ensure that their tender is received online at Ch.P.T before the deadline prescribed in Clause 20.

The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The bidders should adhere to this time during bid submission.

#### 21. Modification By Withdrawal and Resubmission of Bids

- 21.1 Bidders may modify the offers by withdrawing their already freezed bids in online only through e-procurement portal (after submission of bid) and resubmit/upload the revised offer before the deadline prescribed in Clause 20.
- 21.2 No bid shall be withdrawn and resubmitted through e-procurement portal by the bidder after the deadline for submission of bids.
- 21.3 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 14.1 above or as extended pursuant to Clause 14.2 may result in the forfeiture of the Bid Security pursuant to Clause 15.
- 21.4 Bidders may only modify the prices and other required details of their Bids by

Resubmitting Bid only in accordance with this clause through e-procurement portal.

#### Bid Opening and Evaluation

#### 22. Bid Opening

22.1 On the due date and time as specified in Clause 20, the Employer will first open Technical bids of all bids received online (except those received late) including resubmitted pursuant to clause 21 in presence of the Bidders or their representatives who choose to attend. In the event of specified date for bid opening declared as holiday by the Employer, the bid will be opened at the appointed time and location on the next working day.

22.2 If all Bidders have submitted unconditional Bids together with requisite Bid security, then all Bidders will be so informed then and there. If any Bid contains any deviation from the Bids documents and / or if the same does not contains Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly.

22.3 The date and time of opening of price bid (cover-II) shall be intimated to the qualified tenderers based on the evaluation of the technical bid. The price bid (cover-II) of such eligible tenderers shall be opened on the specified date and time in the presence of the qualified tenderers or their authorized representatives.

#### 24. Process to be Confidential

Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.

#### 25. Clarification of Bids

25.1 To assist in the examination and comparison Bids, the Employer may, at his discretion, ask any bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic / typing errors discovered by the Deputy Conservator in the evaluation of the Bids in accordance with Clause 27.

25.2 Subject to Sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the online bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Deputy Conservator, he should do so in online mode /writing only.

25.3 Any effort by the Bidder to influence the Deputy Conservator's bid evaluation, bid comparison, or contract award decisions, may result in the rejection of his bid.

#### 26. Examination of Technical Bids and Determination of Responsiveness of Technical Bid

26.1 Prior to detailed evaluation of Technical Bids, the Employer will determine whether each the bid (a) meets the eligibility criteria defined in clause 4 (b) has been properly signed by an authorized signatory (accredited representative) holding

Power of Attorney in his favour. The Power of Attorney shall inter alia include a provision to bind the bidder to settlement of disputes clause; (c) is accompanied by the required Bid Security (d) is responsive to requirements of the bidding documents.

- 26.2 A substantially responsive Technical and financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without materials deviation or reservation. A materials deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way; the Employers' rights or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.
- 26.3 If a Technical Bid is not substantially responsive, it will be rejected by the Employer. The financial bid of those bidders whose Technical bid has been determined to be non-responsive shall not be opened in online mode.
- 27 Correction of Errors (in Price Bid)
- 27.1 Not applicable for online tenders.
28. Evaluation and Comparison of Bids
- 28.1 The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause 26.
- 28.2 If the Bid of the successful Bidder is seriously unbalanced in relation to the Employer's representative estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those price with the implementation/construction methods and schedule proposed.
- Award of Contract
29. Award Criteria
- 29.1 The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3, and (b) qualified in accordance with the provisions of Clause 4.
30. Employer's Right to accept any Bid and Reject any or All Bids
- Notwithstanding Clause 30, the Employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder of the grounds for the Employer's action.
31. Notification of Award and Signing of Agreement
- 31.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (herein after and in Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the Execution, completion and maintenance of the Work by the Contractor as prescribed by the Contract(herein

after and in the Contract called the “Contract Price”)

- 31.2 The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 32.
- 31.3. The Agreement will incorporate all correspondence between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful bidder within 14 days following the notification of award along with the Letter of Acceptance. Within 21 days from the date of Letter of Acceptance, the successful bidder will furnish the performance security and sign the agreement with the Employer within 21 days from submission of performance security.
- 31.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and release their Bid security.
32. Security Deposit

The firm should furnish Security Deposit equal to 10% of the total contract value within 10 days from the date of receipt of work order in Demand Draft/Fixed Deposit Receipt / Banker's Cheque / Bank gurantee from of the Commercial Bank payable at Chennai as Security of the Contract drawn in favour of the Chairman, Chennai Port Trust en-cashable at Chennai. The Security Deposit will be retained till the successful completion of contract period. If the Tenderer fails to pay the Security Deposit within 10 days. The Security Deposit will be refunded after satisfactory completion of work within the stipulated period.

**FORFEITURE OF SECURITY DEPOSIT:** The Security Deposit can be encashed in the following events and to the extent of the licensee's obligations determined in accordance with the provisions of this agreement and without prejudice to any other remedies the trust may have under this agreement after encashing such security deposit

- i. Failure to sign and execute the Agreement as per Clause 14 of Section II.
- ii. Failure to commence the work within 30 days from the date of Placement of Order.
- iii. Failure to pay the Penalty for non-posting necessary manpower as per the Contract.
- iv. Failure of the tenderer to adequately insure the employees, staff, officers, plant, machineries, buildings, equipments, project assets, facilities, services & its components.,
- v. Utilizing the services provided by Chennai Port Trust for any other purpose other than the purpose for which it is given as per the conditions of Contract
- vi. Company goes into voluntary liquidation or otherwise;
- vii. Evidencing of an intention by the Contractor not to be bound by the terms of the Contract Agreement;
- viii. The Contractor abandons the Installation of any or part of the work under this Contract for a continuous period of 30 days;
- ix. Failure to comply with the statutory obligations under applicable laws;
- x. Violating of strategic, security, environmental concerns on the Contractor's part;
- xi. The tenderer engaging or knowingly allowing any of its employees agents or representatives to engage in any activity prohibited by Law or which constitutes a



breach of or an offence under any Law, in the course of any activity undertaken pursuant by the tenderer.

- xii. Failure to pay any other amount due to the Trust as per the terms and conditions of the Contract.
- xiii. Failure to pay minimum wages to Employees as per Minimum Wages Act or any failure as per the applicable Labour Laws.
- xiv. Failure to perform or discharge or breach of any of its obligations, terms and conditions in accordance with the provisions of the Contract Agreement.
- xv. If the tenderer fail to complete the warranty period to the satisfaction of Deputy Conservator ( warranty period as AMC )

### 33 Advance Payment

- 33.1 No advance payment on the contract price will be made under this contract.

### 34 Refund of EMD

- 34.1 When the committee finalise one of the tenderer for the said contract, EMD will be refunded to all other tenderers at the earliest.

- 34.2 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 32 of this Section 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.

- 34.3 Where a person whose tender has been received on behalf of the Board intimates that they are withdrawing their tender before the validity period or makes any modification in the terms and conditions of the tender which are not acceptable to the Port (or) fail to furnish the security deposit within the prescribed time, the Port shall without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money deposited by such person absolutely.

- 34.4 The cost of stamping the agreement must be borne by the successful tenderer.

- 34.5 The Employer's representative does not bind himself to recommend the 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.

### 35. Corrupt or Fraudulent Practices:

The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the Port shall reject the tender without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-

estimated compensation and damages payable to the Port for, inter alia, time, cost and effort of the Authority, in regard to the Tender, including consideration and evaluation of such Bidder's Proposal. Such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "corrupt practice" means
  - (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or
  - (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
  
- (b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  
- (c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
  
- (d) "undesirable practice" means
  - (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
  - (ii) having a Conflict of Interest; and
  
- (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

\*\*\*\*\*

(To be uploaded online)

## FORM OF BID

(To be executed on bidder's letter head and submitted along with their technical bid under cover I)

[The tenderer shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

To

The Deputy Conservator,  
Chennai Port Trust,  
Chennai – 600 001.  
Tamil Nadu, INDIA.

Sir,

Being duly authorised to represent and act on behalf of ..... hereinafter called "the tenderer" and having visited the site and examined the Conditions of Contract, Specifications, Schedules and Bill of Quantities for the work of "Carrying out the Routine Inspection on Under water Area, Clearing of obstruction from propellers, Inspection of propellers, Clearing of wires, scrap metal, pipes and slings etc., from hopper spaces and hopper doors clearing of sea suction in takes, attending to repairs of hopper doors of Dredger Cauvery and all Marine Craft including Tugs and Launches by Under water diving" in Chennai Port Trust.

and

1. We offer to execute the work in conformity with the said Conditions of Contract, Specifications, Schedules and Bill of Quantities for the sum of Rs..... (Rupees .....(Rate shall not be filled in)).

2. We undertake, if our Tender is accepted, to achieve completion of the various sections of the Works within the periods specified in this Schedule.
3. If our Tender is accepted we will furnish a Security Deposit within 10 days from the date of issue of work order, in the form of Account payee Demand Draft/Fixed Deposit Receipt / Banker's Cheque / Bank gurantee from of the Commercial Bank payable at Chennai as Security for the due performance of the Contract in accordance with Clause 32 of Section I.
4. We agree to abide by this Tender for the period of 120 days from the date fixed for receiving the same or such further period as may be mutually agreed upon and it shall remain binding upon us and may be accepted at any time before the expiration of that period should we fail to abide by our Tenders during the above said period of 120 days or such extended period as mutually agreed upon the Port shall be at liberty to forfeit the Earnest Money deposited by us.
5. Unless and until a formal Agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.
6. (i) We understand that the Chennai Port Trust reserves the right to,
  - a) Amend the scope of tender and value of contract under this work;

- b) Reject or accept any tender including the lowest, cancel the tender process and reject all tender.
  - c) Agree or reject our alternative proposal without assisting any reasons.
  - d)
7. (ii) We agree that the Chennai Port will not be liable for any such action and will be under no obligation to inform the tenderer of the grounds for such action.
8. If our Tender is accepted we understand that we are held fully responsible for the due performance of the Contract.
9. We agree to execute all the works referred to in the Tender Documents upon the Terms and Conditions contained or referred to therein and to carry out such deviations as may be ordered.
10. We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.
11. We also make specific note clauses of (ITB, NIT) under which the contract is governed.
12. In case of out station firms, having a branch in India for liaison purposes, herein we mention the Name of the Contact person and Tel. no. Fax No. and mail-Id and also the complete postal Address of the firm.  
 .....  
 .....
14. I / We confirm that all statements documents, information submitted / given with this bid or in support of bid is / are true, genuine, authentic, legitimate and valid. I agree that at any time from the date of submission of Bid or after award to selected successful bidder, in case any of these statement document, information is /are found incorrect. False, willful misrepresentation or omission of facts or submission of false / forged documents, the EMD / Security Deposit submitted by me/us shall be forfeited by ChPT.
15. We understand that the communication made with the Firm at (13), by the Port shall be deemed to have been done with us.  
 Signed:  
 (Signature of person whose name and capacity are shown)  
 In the capacity of :  
 ( Legal capacity of person signing the form of tender)  
 Name :  
 (Complete name of person signing the Form of Tender)
- Duly authorized to sign the Tender for ““Carrying out the Routine Inspection on Under water Area, Clearing of obstruction from propellers, Inspection of propellers, Clearing of wires, scrap metal, pipes and slings etc., from hopper spaces and hopper doors clearing of sea suction in takes, attending to repairs of hopper doors of Dr. Cauvery and all Marine Craft including tugs and launches by Under water diving” and on behalf of.....
- Dated on..... day of .....,..... (date of signing)

(To be uploaded online)

CONTRACTOR'S BID

TENDER FOR "Carrying out the Routine Inspection on Under water Area, Clearing of obstruction from propellers, Inspection of propellers, Clearing of wires, scrap metal, pipes and slings etc., from hopper spaces and hopper doors clearing of sea suction in takes, attending to repairs of hopper doors of Dredger Cauvery and all Marine Craft including Tugs and Launches by Under water diving" in Chennai Port Trust.

To

The Deputy Conservator,  
Chennai Port Trust  
No.1, Rajaji Salai,  
Chennai – 600001.

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Bid for the Contract Price "as filled in the price bid".

This bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988"  
We hereby confirm that this Bid complies with the Bid Validity and Bid Security required by the Bidding documents.

We attach herewith our copy of Permanent Account Number (PAN).

Yours faithfully,

Authorized signature:.....

Name & Title of signatory:.....

Name of Bidder:.....

Address:.....

Notes:

To be filled in by the Bidder, together with his particulars and date of submission at the bottom of the form of bid.

## CHENNAI PORT TRUST

TENDER FOR “Carrying out the Routine Inspection on Under water Area, Clearing of obstruction from propellers, Inspection of propellers, Clearing of wires, scrap metal, pipes and slings etc., from hopper spaces and hopper doors clearing of sea suction in takes, attending to repairs of hopper doors of Dredger Cauvery and all Marine Craft including Tugs and Launches by Under water diving” in Chennai Port Trust.

### Pre-QUALIFICATION OF BIDDERS

The information to be filled in by the Bidder in the following Forms will be used for purposes of Pre-Qualification as provided for in the Instructions to Bidders.

(To be uploaded online)

CHENNAI PORT TRUST

TENDER FOR “Carrying out the Routine Inspection on Under water Area, Clearing of obstruction from propellers, Inspection of propellers, Clearing of wires, scrap metal, pipes and slings etc., from hopper spaces and hopper doors clearing of sea suction in takes, attending to repairs of hopper doors of Dredger Cauvery and all Marine Craft including Tugs and Launches by Under water diving” in Chennai Port Trust.

LETTER OF SUBMISSION- COVERING LETTER  
(ON THE LETTER HEAD OF THE BIDDER)

Date :

To

The Deputy Conservator,  
Chennai Port Trust,  
No.1,Rajaji Salai,  
VIth floor , Centenary Building,  
Chennai – 600 001  
Tamilnadu State

Sir,

Sub : The work of “Carrying out the Routine Inspection on Under water Area, Clearing of obstruction from propellers, Inspection of propellers, Clearing of wires, scrap metal, pipes and slings etc., from hopper spaces and hopper doors clearing of sea suction in takes, attending to repairs of hopper doors of Dredger Cauvery and all Marine Craft including tugs and launches by Under water diving” in Chennai Port Trust.

Being duly authorized to represent and act on behalf of .....  
(Hereinafter referred to as “the Bidder”) and having reviewed and fully understood all of the requirements of the bid document and information provided, the undersigned hereby apply for the work referred above.

We are submitting our Bid enclosing the following, with the details as per the requirements of the Bid Document, for your evaluation.

- (i) Tender Document along with Addendum No ----,
- (ii) Letter of application ( Form I)
- (iii) Annual Turnover of the firm-Financial capacity ( Form II)
- (iv) Summary of current Contract commitments / Works in Progress( Form – III)
- (v) Experience in similar nature in any similar works in the last 7 years ( Form – IV)
- (vi) Plant and equipment proposed for the work (Form - V)
- (vii) Personal / staff proposed for the work (Form –VI)
- (viii) Proposed Site Organization Details (Form VII )
- (ix) Additional Information (Form VIII )
- (x) Bid Security/EMD In the form of DD bearing No -----dated -----, for Rs. .... Issued by .....bank Bank information for e- payment ( Form ix)
- (xi) GST Registration form (Form x)
- (xii) specimen format for declaration annexure-I

Signature  
(Authorised Signatory)

CHENNAI PORT TRUST

TENDER FOR “Carrying out the Routine Inspection on Under water Area, Clearing of obstruction from propellers, Inspection of propellers, Clearing of wires, scrap metal, pipes and slings etc., from hopper spaces and hopper doors clearing of sea suction in takes, attending to repairs of hopper doors of Dredger Cauvery and all Marine Craft including Tugs and Launches by Under water diving” in Chennai Port Trust.

CONTRACT DATA

1.	Amount of Security Deposit.	32/Section I	10% of the contract price
2.	Date of commencement of work	24/Section II	Date on which the contractor takes over site or the tenth day of the intimation of the acceptance of the tender whichever is earlier.
3.	Period of completion	24/Section II	1 year from the date of commencement of work.
4.	Advances	31 /Section II	No advance payable.
5.	Liquidated damages	31/Section IV	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
6.	Escalation	37/Section II	The Quoted rates shall be firm throughout the tenure of the contract. No escalation is payable.
7.	Minimum amount of Third party Insurance	16.2/Section II	Equal to the accepted Tender Value.

SIGNATURE.....

For and On Behalf of .....

.....

Date.....



CHENNAI PORT TRUST  
MEMORANDUM

We hereby tender for the execution for Chennai Port Trust of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein and in accordance in all respects with the specifications, designs, levels and instructions in writing referred to in the Clauses of Conditions of the contract and with such materials as are provided for and in all respects in accordance with such conditions / instructions to tenderers so far as possible

I. Memorandum

1. General Description: :Tender for “Carrying out the Routine Inspection on Under water Area, Clearing of obstruction from propellers, Inspection of propellers, Clearing of wires, scrap metal, pipes and slings etc., from hopper spaces and hopper doors clearing of sea suction in takes, attending to repairs of hopper doors of Dredger Cauvery and all Marine Craft including tugs and launches by Under water diving” in Chennai Port Trust.
2. Estimated Cost: Rs. 4,59,000/- (excluding applicable GST)
3. Earnest Money: Rs.9180/-
4. Security Deposit: 10% of the accepted tender value in the form as specified in Clause – 32 of Section I.
6. Period of Completion: 1 year from the date of commencement of work.
7. Delay in commencement of work and forfeiture of Earnest Money Deposit: :a) should this tender be accepted in whole or in Part, I / we hereby agree: (i) to abide by and fulfill all the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tenders so far as applicable and or in default thereof to forfeit and to pay the Chairman, Chennai Port Trust or his successors in office, the sum of money mentioned in the conditions. A sum of Rs.9180/- is hereby forwarded in Demand Draft / Pay order certified good the payment from Nationalized Bank/Scheduled Bank as Earnest Money. If I / we fail to commence the work specified in the above memorandum, I / we agree that the said Chairman, Chennai Port Trust or his successors in office shall, without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely, otherwise the said Earnest Money shall be retained by him towards security deposit mentioned against Clause 4 of the above mentioned memorandum.
- b) To execute all the works referred to therein the tender documents upon the terms and conditions contained or referred to therein and carryout such deviations as may be ordered.

SIGNATURE.....

FOR AND ON BEHALF OF.....

DATE.....

## CHENNAI PORT TRUST

TENDER FOR “Carrying out the Routine Inspection on Under water Area, Clearing of obstruction from propellers, Inspection of propellers, Clearing of wires, scrap metal, pipes and slings etc., from hopper spaces and hopper doors clearing of sea suction in takes, attending to repairs of hopper doors of Dredger Cauvery and all Marine Craft including Tugs and Launches by Under water diving” in Chennai Port Trust.

### SECTION – II

#### Part – I GENERAL DESCRIPTION OF WORK AND OTHER CONDITIONS: -

The works covered under this tender is “Carrying out the Routine Inspection on Under water Area, Clearing of obstruction from propellers, Inspection of propellers, Clearing of wires, scrap metal, pipes and slings etc., from hopper spaces and hopper doors clearing of sea suction in takes, attending to repairs of hopper doors of Dredger Cauvery and all Marine Craft including tugs and launches by Under water diving” in Chennai Port Trust.

1. The tenderers shall note that the entire work covered under this tender is a time-bound work and shall be completed within one year from the date of commencement as reckoned under Clause 24 of this section. Hence, immediately on award of contract, the contractor shall submit to the Dredging Superintendent / Dredger Master for his consent a programme, in such form and detail, as the Dredging Superintendent / Dredger Master shall reasonably prescribe, for the execution of the works. The contractor shall whenever required by the Dredging Superintendent / Dredger Master, Dredger Cauvery and all Marine craft including Tugs and Launches also provide in writing for his information, a detailed description of the arrangements and methods, which the contractor proposes to adopt for the execution of the works.

If at any time it should appear to the Nodal officer that the actual progress of the works does not conform to the programme to which consent has been given the contractor shall produce, at the request of the Nodal officer representative, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion.

The submission to and consent by the Nodal officer of such programme or the provision of such general descriptions or cash flow estimates shall not relieve the contractor of any of his duties or responsibilities under the contract.

2. Road access to the site is available. In addition, a limited space without affecting the day-to-day operation for stacking materials will be made available to the contractor. No rental charges will be levied for the working area spared to the contractor during the tenure of the contract including extended period, if any granted. The Deputy Conservator may at his discretion allot additional working area anywhere inside the harbour premises subject to availability, if required by the contractor, free of rental charges. However, the contractor shall at their cost arrange for the transportation of men and materials to the site of work. The area occupied by the contractor beyond the time limit specified shall be charged as per the Trust's scale of rates.
3. The tenderer shall inspect and examine the site and its surroundings and shall satisfy himself before submitting his tender as to the nature of the structure and subsurface ( so far as is practicable), the form and nature of the site, the stacking and movement of the traffic, the quantities and nature of work and materials

necessary for the completion of the works and the means of access to the site, the accommodation he may require and in general, shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent to any misunderstanding or otherwise shall be allowed. The Dredger is under operation, the contractor shall plan their works in such a way that the working methodology should not cause an disturbance to the Dredging operation. The tenderer shall take into account all these aspects before quoting their rates and shall not hold the Board responsible for any details that might have been omitted to be mentioned in the tender schedule which may affect the pricing of the tender and any claim by the tenderer on this account will not be entertained by the Board. In case any additional investigations are required to be done at site by the tenderer, he may do so at his own cost with the prior approval of th Deputy Conservator.

4. The contractor is deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for works and of the rates and prices quoted in the priced bill of Quantities and the schedule of rates and prices (if any) which rates and prices shall except insofar as they are otherwise provided in the contract, cover all his obligations under the contract apart from all matters and things necessary for the proper completion and maintenance of the work. The rate quoted shall be inclusive of all taxes (excluding GST instead of service tax), levies, duties, cost of insurance etc., excluding GST apart from the cost of materials to be procured by the contractor and also labour, tools, plants, fuel, consumables, etc.

5. TAX :

The applicable GST on the taxable value of goods or services or both covered in this tender/contract will be paid by port as re-imbusement on production of documentary evidences/reflection of the same under the GSTIN in the GST web portal. Applicable statutory recoveries including TDS under Income Tax. TDS under GST acts will be deducted / recovered while accounting for or making payments to the vendor as per the applicable laws.

6. It is to be expressly understood that the measured work is to be taken net (notwithstanding any custom or practice otherwise) according to the specification of works or as may be directed from time to time by the Deputy Conservator or his representative and that the value of the work done will be calculated by the measurement of various items at the respective rates without additional charges for any necessary incidental or contingent work connected therewith as detailed in specifications and conditions of contract. The rates are to be for in-situ and complete in every respect.
7. The quantities given under the Bill of Quantities are those upon which the approximate estimated cost of work are based but they are subject to alterations, omissions, deduction and additions and not necessarily show the actual quantities of work to be done and can be increased or decreased at the discretion of the Employer's Representative. However, the consequent variation in the total contract value will be limited to 20% under normal circumstances. The rates quoted shall be firm for such variation. In case the variation results in the total contract value exceeding the prescribed percentage, the revision of rates, if any,

shall be applicable only for that portion of contract carried out in excess of the permissible percentage.

8. Fixtures, pipes, cables and similar services encountered in the course of the work shall be guarded from injury by the contractor at his own cost, so that they may continue in full and uninterrupted use to the satisfaction of the Nodal officer or his representative thereof and the contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
- 8.1 Should any damage be done by the contractor to any mains, pipes, cables or lines (whether above or below structure) whether or not shown in the drawing, the contractor must make good or bear the cost of making good the same without delay, to the satisfaction of the Nodal officer or his representative.

#### DAMAGE TO PERSON AND PROPERTY

9. The Board shall not be held liable for any damages or compensation payable under the law in respect or in consequence of any accident or injury to any workmen or other persons in the employment of the contractor or any sub-contractor and the contractor shall indemnify and keep indemnified the Board against all such damages and compensation and against all claims, demands, proceedings, costs, charges, expenses whatsoever in respect thereof or in relation thereto.
10. The contractor shall (except if and so far as the specification provided otherwise) indemnify and keep indemnified the Board against all losses and claims for injuries or damage to any person or any property whatsoever (other than surface or other damage to land being or crop being on the site suffered by tenants or occupiers) which may arise out or in consequence of the construction and maintenance of the works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the contractor liable for or in respect of or to indemnify the Board against any compensation or damages for or with respect to:
  - i. The permanent use or occupation of the land by the works or any part thereof or (save as hereinafter provided) surface or other damages as aforesaid.
  - ii. The right of the Board to construct the works or any part thereof on over under or in through any land.
  - iii. Interference whether temporary or permanent with any right of light, airway or water or other easement or quasi easement which is the unavoidable result of the construction of the works in accordance with the contract.
  - iv. Injuries or damage to persons / property resulting from any act or neglect done or committed during the currency of the contract by the Board, its agents, servants or other contractors (not being employed by the contractor) or for in respect of any claims, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto provided further that for the purposes of this clause, the expression "the site" shall be deemed to be limited to the area defined in the specification or shown in the drawings.

The contractor shall within 24 hours of the occurrence of any accident at or about the site or in connection with the execution of the work, report such accident to the Deputy Conservator's representative. The contractor shall also report such accidents within the prescribed time to the competent authorities to whom such report is required to be made by law.

11. Materials brought to site:

Materials required for the works, whether brought by the Contractor or supplied by the Board shall be stored by the contractor only at a place approved by the Deputy Conservator. The storage and safe custody of materials shall be the responsibility of the contractor.

All materials brought to the site shall become and remains the property of the Board and shall not be removed off the site without the prior written approval of the Deputy Conservator or his representative. But whenever the works are finally completed and advance, if any, in respect of any such materials is fully recovered, the contractor shall at his own expense forthwith remove from the site all surplus materials originally supplied by him and upon such removal, the same shall revert to and become the property of the contractor.

12. Care of works:

From the commencement to the completion of the works the contractor shall take full responsibility for the care thereof and of all temporary works and in case any damage, loss or injury shall happen to the works or to any part thereof or to any temporary works from any cause whatsoever (save and except the excepted Risks as defined in Clause 13 thereof) shall at his own cost, repair and make good the same so that at completion, the works shall be in good order and condition and in conformity in every respect with the requirements of the contract and the Employer's representative instructions. In the event of any such damage, loss or injury happening from any of the excepted Risks, the contact shall if and of the extent required by the Deputy Conservator's Representative and subject always to the provisions of Clause 22 "Special Risks" hereof repair and make good the same as aforesaid at the cost of the Employer. The contractor shall also be liable for any damage to the works occasioned by him in the operation carried out by him for the purpose of complying with his obligations under Clause 20 & 21.

- a) If the Deputy Conservator issues a Taking-Over Certificate for any Section or part of the works the Contractor shall cease to be liable for the care of that section or part from the date of issue of the Taking-Over Certificate, when the responsibility for the care of that section or part shall pass to the Deputy Conservator, and
- b) the Contractor shall take full responsibility for the care of any outstanding Works and materials and Plant for incorporation therein which he undertakes to finish during the Defects Liability Period until such outstanding Works have been completed pursuant to Clause – 21.

13. Excepted risks:

These are risks due to riots (otherwise than among contractor's employees and civil commotion insofar as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government, damage from aircraft, acts of God / Forces of nature such as earthquake, lightning and unprecedented floods and other causes over which the contractor has no control or the contractor could not foresee or could not reasonably provide against and accepted as such by the Accepting Authority or caused solely due to use or occupation by the Employer of the works in respect of which a certificate of completion has been issued or a cause solely due to Employer's faulty design of works.

14. Insurance of works, etc.,

Without limiting his obligation and responsibilities under Clause 13 - 'Care of works' and Clause 14 - 'Excepted Risks' hereof, the contractors shall insure in the joint names of the Employer and the contractor against all loss or damage from whatever cause arising (other than the Excepted Risks) for which he is responsible under the terms of the contract and in such manner that the Employer and contractor are covered during the period of construction or the works are also covered during the period of maintenance for loss or damage arising from a cause occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses 19,20,21 & 22.

- i. The works and the temporary works to the full value of such works executed from time to time.
- ii. The materials, constructional plant and other things brought on to the site by the contractor to the full values of such materials, constructional plant and other things.
- iii. As in case of sinking of constructional plant and equipment for the cost of salvage of the same as assessed by the Port.

Such insurance shall be effected with an insurer and in terms approved by the Employer's Representative. The contractor shall whenever required, produce to the Employer's Representative or Nodal officer, the policy or policies of insurance and the receipts for payment of the current premium provided always that without limiting his obligations and responsibilities as aforesaid, nothing in the clause contained shall render the contractor liable to insure against the necessity for the repair or reconstruction of any work with the materials or workmanship not in accordance with the requirements of the contract.

15. Urgent works and / or repairs:

If by reason of any accident or failure or other event occurring to or in connection with the works or any part thereof either during the execution of the works or during the period of maintenance and remedial or other work, repairs shall in the opinion of the Employer's Representative or the Nodal officer be urgently necessary for security and the contractor is unable or unwilling at once to do such work or repair, then the Employer may by his own or other workmen do such work

or repair as the Employer's Representative or the Nodal officer may consider necessary. If the work or repair so done by the Employer is work which in the opinion of the Employer's Representative, the contractor was liable to do at his own expense under the contract, all costs and charges properly incurred by the Employer in so doing shall on demand be paid by the contractor to the Employer or may be deducted by the Employer from any moneys due or which may become due to the contractor. Provided always that Nodal officer (as the case may be) shall as soon after the occurrence of any such emergency as may be reasonably practicable, notify the contractor thereof in writing.

16.1 Third Party Insurance:

Before commencing the execution of the works, the contractor but without limiting his obligation and responsibilities under Clause 17.2 hereof shall insure against any damage, loss or injury which may occur to any property (including that of the Employer or to any person including any employee) if the employer by or arising out of the execution of the works in the carrying out of the contract otherwise than due to the matter referred in the provision to Clause 17.1.

16.2 Minimum amount of the Third Party insurance

Such insurance shall be effected with an Insurer and in terms approved by the Employer and for at least the amount stated in the tender and the contractor shall whenever required produce to the Employer's Representative or the Nodal officer, the policy or policies of insurance and the receipts for payment of the current premiums.

17.1 Accident or injury to workmen:

The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor and the contractor shall indemnify and keep indemnified, the Employer against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

17.2 Insurance against accident etc., to workmen:

The contractor shall insure against such liability with an Insurer approved by the Employer and shall continue such insurance during the whole of the time that any person or employed by him on the works and shall when required produce to the Deputy Conservator or the Deputy Conservator's representative such policy of insurance and the receipt for payment of the current premium provided always that in respect or any persons employed by any subcontractor, the contractor's obligation to insure as aforesaid under this sub clause, shall be satisfied if the sub contractor shall have insured against the liability in respect of such persons in such manner that Employer is indemnified under the policy, but the contractor shall require such sub contractor to produce to the Deputy Conservator or Deputy Conservator's representative when required, such policy of insurance and the receipt for payment of the current premium.



18. Remedy of Contractor's failure to insure:

If the contractor shall fail to effect and keep in force the insurance referred to the Clauses 9,10,14, 16.1, 16.2 & 17.2 above hereof or any other insurance which he may be required to effect under the terms of the contract then, and in any such case, the employer may effect and keep in force any such insurance and pay such premium or premium as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer with interest as stated below from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor. At the rate of 3% above the prevailing Bank rate of 11% or as announced by the Reserve Bank of India from time to time under section 49 of Reserve Bank of India Act, 1934.

19. Compliance with Rules and Regulations:

The contractor shall at all times during the currency of the contract conform to and comply with the regulations and by-laws of the State or Central Government or of the Board and of all other local authorities, the provisions, contained in the various labour acts enacted by the State Legislature and Central Parliament in force and the rules made there under including those under Minimum Wages Act, Factories Acts, the Indian Electricity Act and Rules framed under it, Workmen's Compensation Act, Provident Fund Regulation Act, Employees Provident Act, 1961 and Schemes made under the said act, Health and Sanitary arrangements for worker and safety code and the Contract (Regulation and Abolition) Central Rules 1971 etc. for welfare and protection of workers or for the safety of the public and other insurance provisions.

The Board shall not be liable for the failure of the contractor in conforming to the provisions of the Acts, Rules and Regulations referred to in the above Para and in case of any contravention of the provision of the Acts, Rules and Regulations etc. the contractor shall keep the Board indemnified against any loss, cost and damages in the event of any action being taken for contravention.

20. Defects liability:

21.1 Defect Liability period

The contractor shall be responsible to make good and remedy at his own expense within the period as may be stipulated by the Deputy Conservator's representatives-in-charge, any defects which may develop or may be noticed before the expiry of the period i.e. twelve months from the certified date of completion and intimation of which has been sent to the contractor within seven days of the expiry of the said period by a letter sent by a hand delivery or by registered post or by email.

21.2 Default of the contractor in compliance:

In case of default on the part of the contractor in carrying out such order, the Employer shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidentals thereto shall be borne by the contractor and shall be recoverable from him by the Employer or may be deducted by the Employer from any moneys due or which may become due to the contractor.

21.3 Cost of Remedying Defects

During the course of the execution of the contract, if any damage is caused to the Employer's properties by the contractor, the same shall be rectified by the Contractor at

his own cost to the satisfaction of the Deputy Conservator within a reasonable time as specified by the Deputy Conservator.

#### 21.4 Contractor's failure to carry out the rectification of damages caused to the Employer's property

In case of default on the part of the Contractor in carrying out such rectification of damages to the Employer's properties within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and if such Work is Work which, in the opinion of the Employer's Representative, the Contractor was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall, after due consultation with the Contractor, be determined by the Employer's Representative and shall be recoverable from the Contractor by the Employer's Representative, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Employer's Representative shall notify the Contractor accordingly.

## 22 Special Risks:

No Liability for war, Risks, etc., notwithstanding anything contained in the contract.

22.1 The contractor shall be under no liability whatsoever whether by way of indemnity or otherwise for or in respect of destruction of or damage to the works (Save any work condemned under the provisions of clauses, "Removal of improper works and material" and default of contractor in compliance with that hereof prior to the occurrence of any special Risks hereinafter mentioned) or temporary works or to property whether of the Employer or third parties or for in respect of injury or loss of life which is the consequence whether direct or indirect of war, hostilities (whether war be declared or not) invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war or (otherwise than among the contractor's own employees) riot, commotion or disorder (hereinafter comprehensively referred to as "the said special risks").

### 22.2 Projectile, missile etc.:

Destruction, damage, injury or loss of life caused by the explosion or impact whenever and wherever occurring of any mine, bomb-shell, grenades or other projectile, Missile, ammunition or explosive of war shall be deemed to be a consequence of the said Special Risks.

### 22.3 Increased costs arising from special Risks:

The Employer shall reimburse to the contractor any increased cost of or incidental to the execution of the works (other than such as may be attributable to the cost of reconstructing work, condemned under the provisions of clauses "Removal of improper works and materials". Default of contractor in compliance to that thereof prior to the occurrence of any special risks) which is howsoever attributable to or consequent on or the result of or in any way whatsoever connected with Special Risks (subject however to the provisions of this clause hereinafter contained in regard to outbreak of war) but the contractor shall as

soon as such increase of cost shall come to his knowledge forthwith notify the Employer's Engineer thereof in writing.

#### 22.4 Outbreak of war:

If during the currency of the contract, there is an outbreak of war (whether war is declared or not) in any part of the world which whether financially or otherwise materially affects the execution of the works, the contractor shall unless and until the contract is terminated under the provisions contained in this clause, use his best endeavors to complete the execution of the works provided always that the Employer shall be entitled at any time after such outbreak of war to terminate this contract by giving notice in writing to the contractor and upon such notice being given, this contract shall terminate but without prejudice to the rights of either party in respect of any antecedent breach thereof.

#### 22.5 Removal of plant on termination:

If the contract shall be terminated under the provisions of the preceding clause, the contractor shall with all reasonable despatch remove from the site, all constructional plant and shall give similar facilities to his sub contractors to do so.

#### 22.6 Payment if contract terminated:

If the contract shall be terminated as aforesaid, the contractor shall be paid by the Employer (insofar as such amounts or items shall not have already been covered by payments on account made to the contractor) for all works executed prior to the date of termination at the rates and prices provided in the contract and in addition.

- i. The amounts payable in respect of any preliminary items so far as the work or service comprised therein has been carried out or performed and a proper proportion as certified by the Employer's Engineer of any such items the work or service comprised in which has been partially carried out or performed.
- ii. The cost of materials or goods reasonably ordered for the works or temporary works which have been delivered to the contractor or of which the contractor is legally liable to accept delivery (such materials or goods becomes the property of the Employer upon such payment being made by him).
- iii. A sum to be certified by the Employer's Representative being the amount of any expenditure reasonably incurred by the contractor in the expectation of completing the whole of the works insofar as such expenditure shall not have been covered by the payments in this clause before mentioned.
- iv. Any additional sum payable under the provisions.
- v. The reasonable cost of removal under this clause and (if required by the contractor) return thereof to the contractor's main plant yard in his country of registration or to any other destination at no greater cost.

vi. The reasonable cost of repatriation of all contractors' staff and workmen employed on or in connection with the works at the time of such termination.

vii. Provided always that against any payments due from the Employer under this sub-clause, the employer shall be entitled to be credited with any outstanding balance due from the contractor in respect of the execution of the works.

23. In case if any materials are rejected, rejected goods or materials shall be removed by and at the expense of the contractor after notice shall have been given of the rejection. If not so taken away within the time limit prescribed by the Employer's Representative, the Employer's Representative may cause the goods or materials to be removed and charge the contractor with all the expenses incurred in such removal.

24. Date of commencement and completion of work:

The work shall be taken to have been commenced from the date on which the contractor takes over the site or the tenth day of the intimation of the acceptance of the tender whichever is earlier and the contractor shall complete the works within one year from this date.

#### 25. Taking over certificate

25.1 When the whole of the works have been fully completed and have satisfactorily passed any Tests on completion prescribed by the contract, the contractor may give a notice to that effect to the Deputy Conservator. Such notice shall be deemed to be a request by the contractor for the Deputy Conservator to issue a Taking-Over Certificate in respect of works. The Deputy Conservator shall within 30 days from the date of delivery of such notice either issue to the contractor a taking over certificate or give instruction in writing to the Contractor specifying all the works, which in the Deputy Conservator's opinion is required to be done by the contractor before the issue of such certificate. The contractor shall be entitled to receive such Taking-over Certificate within 30 days of completion, to the satisfaction of the Deputy Conservator, of the works so specified and remedying any defect so notified.

25.2 Taking-Over of sections or parts:

Similarly, in accordance with the procedure set out in Sub-Clause 25.1, the Contractor may request and the Deputy Conservator can consider taking-over in respect of any part of the work, which has been completed to the satisfaction of the Deputy Conservator.

26. Release of Security Deposit:

The amount deposited by the Contractor, as Security Deposit under this Agreement will be refunded to the Contractor only after satisfactory completion of the work, which in the opinion of the Deputy Conservator are due to bad materials used and/or defective workmanship, the Contractor shall be required to carry out at his cost, such repairs, as the Deputy Conservator considers necessary or in the event of the Contractor failing to do this within the notice period, the Deputy Conservator may arrange for such repairs to be carried out and deduct the cost of

such rectification of the defects from the amount retained, without prejudice to the recovery of any amount that may have been spent in excess of the deposit.

## PART – II THE FACILITIES AVAILABLE

### 27. Free supply of materials:

No materials will be supplied free by the Trust and it is the responsibility of the contractor to procure all the materials required for the work at their cost.

### 28. SERVICE AVAILABLE AT COST:

#### 28.1 Electricity Supply for Works:

Electrical power required by the contractor will be provided to the extent that can be conveniently spared by the Trust from time to time close to the site of works at 250 volts single phase 50 cycles or 440 volts 3 phase 50 cycles at eight points, four for power and the other four for lighting. The power and light points will be provided by the Trust at Trust's cost. Any extension of wiring from the above points for lighting and power and its removal after the completion of contract will have to be arranged by the contractor through licensed contractors at his own expense in such a manner as approved by the Chief Electrical Inspector to the Government of TamilNadu and also by the Chief Mechanical Engineer of the Chennai Port Trust or his representative. If any extra point of supply is required, the same will be arranged by the Trust at its discretion, subject to the availability of power or other facilities and the cost of the same, as detailed below will be recovered by the Board from contractor's bills or any other amount due to him. The cost of such work based on the labour charges with material cost including overheads, storage and profit as fixed by the Board from time to time will be recovered from the contractor. Any materials used for such extra work will be deemed to be the property of the Trust and will not be returned to the contractor. The cost of energy consumed by the contractor plus meter hire charges shall be recovered at the rates prevailing from time to time.

The present charges of electricity for the temporary connection are Rs.10.50 per unit or Rs.300 per KW per month whichever is higher. The power supply shall also be subject to departmental rules and regulations as regards shutdown for repairs and overhauls. The contractor shall not claim damages for shortage or cuts in power supply for any reasons whatsoever. Whenever the contractor utilises electricity for welding purposes from the power supply point provided, he shall use capacitors in the circuits to maintain the minimum power factor of 0.85. If the contractor is found to violate this requirement, the entire consumption recorded on the energy meter provided for power supply point shall be charged at the revised rates (i.e.) the rate for power unit with an addition of 20% of rate per unit in addition to Central Excise surcharge of 3 paise per unit or as applicable.

#### 29. Supply of Drinking Water:

The contractor has to make his own arrangements and no drinking water will be supplied by the Trust either free or at cost.

#### 30. Water and Fuel for plants and Machinery:

The contractor shall make his own arrangements for the supply of water, fuel, etc., at his own cost for the plants and machinery etc.,

31. Advances:  
No advance is envisaged in the contract.
32. The contractor shall work in close co-ordination with other agency/Department who are carrying out the work on board ship, he should provide reasonable facilities for their contractor is perform the job.

### PART-III SPECIAL CONDITIONS

33. Financial Background:  
The work covered under this contract is a time bound work and the work will have to be completed within the stipulated period. The contractor shall be financially sound so as to ensure sufficient cash flow for the monthly work.
34. Mode of Measurement and Payment.
35. For the entire work only one bill will be paid after completion of entire work to the satisfaction of Dredging Superintendent / Dredger Master, Dredger Cauvery. Contractor shall prepare by himself the bill in the prescribed proforma and submit the same to the Dredging Superintendent. However the bill will be recommended for payment only after satisfactory completion of entire works, and payment will be made for actual work done.
36. Retention Money:  
No Retention Money will be deducted from First and Final bill. Not withstanding the provisions contained in Clause 21 and 26 of this section, if during this period of 12 months, any defects are notified which in the opinion of the Deputy Conservator are due to bad materials used and / or defective workmanship, the contractor shall be required to carry out at the contractor's cost, such repairs as the Deputy Conservator considers necessary or in the event of contractor failing to do this within the notified time, the Deputy Conservator may arrange for such repairs to be carried out and deduct the cost of such rectification of the defects from the amount retained, without prejudice to the recovery of any amount that may have been spent in excess of the deposit.

### 37. ESCALATION

The quoted rates shall be firm throughout the tenure of the contract. No escalation is payable over and above the rates quoted by the contractor for any reasons whatsoever.

### 38. GENERAL SAFETY PROCEDURE:

The contractor is to comply with the General Safety Procedure (Annexure-I enclosed to be followed while carrying out contract works onboard Dredger Cauvery. Standard format is to be signed before commencing work.

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CHENNAI PORT TRUST  
SECTION - III – Specification of Materials and Works

Part I - Specification of materials

1. The goods or materials to be supplied by the contractor shall be of the quality or sort specified and in every respect equal and answerable to the pattern or samples submitted by him for approval and shall be subject to the approval of the Deputy Conservator or his representative.
2. All materials used shall be new and no materials shall be used on the work Without the prior approval of the Deputy Conservator or his representative.
3. The decision of the Deputy Conservator or his representative regarding the quality of any material used on the work will be final and binding on the contractor. He shall remove from the site of work any material rejected as unfit for use on the work, at his own cost as soon as he is ordered to do so failing which the Deputy Conservator or his representative shall remove such materials from the site of work and shall deduct the cost incurred by such removal by the Board from the site or work from any money due to the contractor.

Part II - Specification of works

The specification of works shall be as per the Indian Standard specification shall be referred unless otherwise specified.

## CHENNAI PORT TRUST

TENDER FOR “Carrying out the Routine Inspection on Under water Area, Clearing of obstruction from propellers, Inspection of propellers, Clearing of wires, scrap metal, pipes and slings etc., from hopper spaces and hopper doors clearing of sea suction in takes, attending to repairs of hopper doors of Dredger Cauvery and all Marine Craft including Tugs and Launches by Under water diving”

### SECTION-IV

#### GENERAL CONDITIONS OF CONTRACT

1. Definitions and Interpretations:  
In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby respectively assigned to them except where the context otherwise required:
  - 1.1 “Board” - The Board means the Board of Trustees of the Port of Chennai, a body corporate as constituted under the Major Port Trusts Act of 1963, represented by its Chairman and as amended from time to time.
  - 1.2 “Employer” means the Board of Trustees of the Port of Chennai a body constituted under Section (3) of the Major Port Trusts Act of 1963 acting through its Chairman, Deputy Chairman, Deputy Conservator or any other officer nominated by the board and legal successors in title to such person but not (except with the consent of the contractor) any assignee of such person.
  - 1.3 “Deputy Conservator means the Deputy Conservator of the Chennai Port Trust and his successors.
  - 1.4 “Deputy Conservator-in-charge / Deputy Conservator’s representative” means the Dredging Superintendent or Dredger Master or an officer appointed by the Deputy Conservator in writing who shall direct and supervise and to perform the duties set forth in sub – Clause 3.2 hereof and be in-charge of the works.
  - 1.5 “Deputy Conservator’s Assistant” means a person appointed by the Deputy Conservator or the Deputy Conservator’s Representative to assist the Deputy Conservator’s Representative in carrying out his duty under Sub – Clause 1.4.
  - 1.6 “Constructional Plant” means all appliances or things of whatsoever nature required in or about the execution, completion
  - 1.7 Maintenance of the “works” or “temporary works” (as hereinafter defined) but do not include materials or other things intended to form or forming part of the Permanent work.
  - 1.8 “Tender” means the contractor’s priced offer to the Employer for the execution and completion of the works and the remedying of any defects therein in all accordance with the provisions of the contract, as accepted by the Letter of Acceptance – Work order.
  - 1.9 “Letter of Acceptance”, “Work Order” means the formal acceptance by the Employer.
  - 1.10 “Contract” means the documents forming the tender and acceptance thereof and the formal agreement executed between the Port Trust and contractor together with the documents referred to therein including the General conditions, Special conditions of contract, specifications, designs, Drawings, Priced Bill of quantities and instructions issued from time to time by the Deputy Conservator-in-charge and all



these documents taken together shall be deemed to form one contract and shall be complementary to one another.

- 1.11 “Contractor” means the persons or firm or company whose tender has been accepted by the Board and the legal personnel, representatives or the successors of such firm or company and the permitted assigns of such persons or firm company.
- 1.12 “Sub-Contractor” means any person named in the contract as a sub-contractor for a part of the works or any person to whom a part of the works has been sub-contracted with the consent of the Deputy Conservator and the legal successors in title to such person, but not any assignee of any such person.
- 1.13 “Contract price” means the sum named in the tender subject to such additions, thereto or deductions there from as may be made under the provisions hereinafter contained.
- 1.14 “Specification” means the specification of the works included in the contract and any modification thereof or addition thereto made or submitted by the contractor and approved by the Deputy Conservator.
- 1.15 “Bill of Quantities” means the priced and completed Bill of Quantities forming part of the tender.
- 1.16 “Site” means the lands and other places on / under / in / or through which the “works” are to be executed or carried out and any other lands or places provided by the Board for the purposes of the contract.
- 1.17 “Works” or “Work” means the work by virtue of the contract to be executed in accordance with the contract under the relevant schedule whether temporary or permanent and whether original, altered, substituted or additional.
- 1.18 “Temporary works” means temporary works of every kind required in the execution, completion or maintenance of the works and which do not form an item of the work or works.
- 1.19 “Trust’s Stores” means the storage yards for materials of the Trust anywhere in the Harbour premises.
- 1.20 “Schedule(s)” referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers issued by Employer.
- 1.21 “Approved” means approved in writing including subsequent written confirmation of previous verbal approval and “Approval” means approval in writing including as aforesaid.
- 1.22 “Market Price” means the rate as decided by the Deputy Conservator on the basis of the cost of materials and labour to the contractor at the site where the works are to be executed plus the percentage mentioned in Schedule to cover all overheads and profit.
- 1.23 “Nominated sub Contractor” means all specialists, merchants, tradesmen and others executing any special work or supplying any materials for which provisional or prime cost sums are included in the contract, who may have been or be nominated or selected or approved by the Employer / Deputy Conservator and shall be deemed to be employed by the contractor.
- 1.24 “Prime costs” and “Prime cost sum” means the amount actually paid by the contractor for any article, commodity or special work and shall include all proper charges for packing, carriage and delivery to site, after deduction of all trade discounts, rebates and allowances and the discount obtainable for cash insofar as such discount for cash exceeds 2 ½%.
- 1.25 “Provisional sum” or “Provisional Lump sum” means a lump sum included by the Employer in the tender documents and shall represent the estimated value of work for which details are not available at the time of issue of tender.

- 1.26 “A day” means a day 24 hours from midnight to the next midnight irrespective of the number of hours worked in that day.
- 1.27 “A week” means seven days without regard to the number of hours worked in any day in that week.
- 1.28 “A month” means a month according to Gregorian calendar.
- 1.29 “Commencement Date” means the deemed date of commencement of the work pursuant to Clause – 24 of Section II.
- 1.30 “Time for Completion” means the time for completing the execution and complying with and fulfilling the requirements on completion of the works or any section or part thereof as stated in the contract (or as extended under Clause – 24 of Section II) calculated from the commencement date.
- 1.31 “Requirements on completion” means the requirements specified in the contract or otherwise agreed by the Deputy Conservator and the contractor which are to be done and complied by the contractor before the works or any section or part thereof are taken over by the Deputy Conservator.
- 1.32 “Taking-over Certificate” means a certificate issued pursuant to Clause – 25 of Section II.
- 1.33 “Retention Money” means the aggregate of all monies retained by the Employer.
- 1.34 “Provisional Items” shall mean items for which approximate quantities have been included in the tender documents.
- 1.35 “Urgent works” shall mean any urgent measures which in the opinion of the Deputy Conservator or his representative become necessary during the progress of the works to obviate any risk of accident or failure or which become necessary for security.
- 2.1 Singular & Plural:  
Words importing the singular only also include the plural and vice versa where the context so requires.
- 2.2 Interpretation:  
Words importing persons or parties shall include firms and corporations and any organization having legal capacity.
- 2.3 Marginal headings or Notes:  
The marginal headings or notes in these General conditions shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof of the contract.
- 3.1 Engineer’s Authority to Delegate:  
The Deputy Conservator may from time to time delegate to the Deputy Conservator’s representative any of the duties and authorities vested in the Deputy Conservator and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the contractor.
- 3.2 Duties & powers of Deputy Conservator’s representative:  
The duties of the Deputy Conservator’s Representative are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to relieve the contractor of any of his duties or obligations under the contract nor except as expressly provided hereunder or elsewhere in the contract to order any work involving delay or any extra payment by the employer nor to make any variation of or in the works. The Deputy Conservator may from time to time in writing delegate to the Deputy Conservator’s representative any of the powers and authorities vested in the Deputy Conservator and shall furnish to the

contractor, a copy of all such written delegations of powers and authorities. Any written instruction or approvals given by the Deputy Conservator's representative to the contractor within the terms of such delegation (but not otherwise) shall bind the contractor and the employer as though it had been given by the Deputy Conservator, provided as follows.

- i. Failure of the Deputy Conservator's Representative to disapprove any work or materials shall not prejudice the power of the Deputy Conservator thereafter to disapprove such work or materials and to order the pulling down or removal or breaking up thereof;
- ii. If the contractor shall be dissatisfied by reason of any decision of the Deputy Conservator's Representative he shall be entitled to refer the matter to the Deputy Conservator who shall thereupon confirm / reverse or vary the contents of such decisions.

### 3.3 Appointment of Assistants

The Deputy Conservator or the Deputy Conservator's Representative may appoint any number of persons to assist the Deputy Conservator's Representative in carrying out his duties. He shall notify to the contractor the names, duties and scope of authority of such persons. Such assistants shall have no authority to issue any instructions to the contractor save in so far as such instructions may be necessary to enable them to carry out their duties and to secure their acceptance of materials, plant or workmanship as being in accordance with the contract, and any instructions given by any of them for those purposes shall be deemed to have been given by the Deputy Conservator's Representative.

### 3.4 Instructions in Writing

Instructions given by the Deputy Conservator shall be in writing, provided that if for any reason the Deputy Conservator considers it necessary to give any such instruction orally, the contractor shall comply with such instruction. Confirmation in writing of such oral instruction given by the Deputy Conservator, whether before or after carryout of the instruction, shall be deemed to be an instruction within the meaning of this Clause. Provided further that if the contractor, within 7 days, confirms in writing to the Deputy Conservator any oral instruction of the Deputy Conservator and such confirmation is not contradicted in writing within 7 days by the Deputy Conservator, it shall be deemed to be an instruction of the Deputy Conservator.

The provisions of this Clause shall equally apply to instructions given by the Deputy Conservator's Representative and any assistants of the Deputy Conservator or the Deputy Conservator's representative appointed pursuant to Sub-Clause 3.3.

### 3.5 Engineer to Act Impartially

Wherever, under the contract, the Deputy Conservator is required to exercise his discretion by:

- a) Giving his decision, opinion or consent, or
- b) expressing his satisfaction or approval, or
- c) determining value, or
- d) otherwise taking action which may affect the rights and obligations of the Employer or the contractor.

He shall exercise such discretion impartially within the terms of the contract and having regard to all the circumstances. Any such decisions, opinion, consent, expressing of satisfaction, or approval, determination of value or action may be opened up, and reviewed.

4. Assignment and subletting:
- 4.1 Assignment:  
The contractor shall not assign the contract or any part thereof or any benefits or interest there in or there under without the prior written consent of the Employer.
- 4.2 Subletting:  
The Contractor shall not sublet the whole of the works, except where otherwise provided by the contract. The contractor shall not sublet any part of the works without the prior written consent of the (which shall not be unreasonably withheld) and such consent, if given shall not relieve the contractor of any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the contractor, his agents, servants or workmen, Provided always that the provision of labour on piece work basis shall not be deemed to be sub-letting or assignment of benefit or interest under this clause.
5. Extent of contract:  
The contract comprises the manufacture, supply, construction, completion and maintenance of the works and excepting so far as the contract otherwise the provisions of all labour, materials, constructional plant, temporary or permanent nature required in and for such construction, completion and maintenance so far as the necessity for providing the same in specified in or reasonably to be inferred from the contract.  
The entire site over which the works are to be executed will be given possession immediately after the work order. In such cases where it is possible to give possession in piece meal or in parts in a phased manner, the period of completion of work shall vary depending upon the date of handing over the site to the contractor.
- 6 Contract documents:
- 6.1 Language(s) and Law  
The Language, in which the contract documents shall be drawn up, shall be in English.  
“The Law of India shall apply to the contract and the contract shall be construed according to the said Law. Any litigation arising out of this agreement shall only be adjudicated before the competent court of law within the jurisdiction of Hon’ble High Court of Madras”.
- 6.2 Priority of Contract Documents  
The several documents forming the contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Deputy Conservator who shall thereupon issue to the contractor instructions thereon and in such event, unless otherwise provided in the contract, the priority of the documents forming the contract shall as follows:
- a) The Contract Agreement (if completed);
  - b) The Letter of Acceptance – Work Order;
  - c) The tender form with Appendices
  - d) General Conditions
  - e) General information and Particular specifications
  - f) The Priced Bill of Quantities
- 6.3 Documents mutually Explanatory:

Except if and to the extent otherwise provided by the contract, the provisions of the General conditions and conditions of particular application shall prevail over those of any other document forming part of the contract. Subject to the foregoing, the several documents forming part of the contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies, the same shall be explained and adjusted by the Deputy Conservator who shall thereupon issue to the contractor, instructions directing in what manner the work is to be carried out.

If there are varying or conflicting provisions made in any one document forming part of the contract, the Deputy Conservator shall be the deciding authority with regard to the intention of the document.

Any error in description and quantity or rates in schedule or rates in schedule of works / items or bill of quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of the obligations under the contract.

7.1 Work to be to the satisfaction of the Deputy Conservator:

The contractor shall with the due care and diligent, designs (to the extent provided for by the contract), execute, complete and maintain the works in strict accordance with the contract to the satisfaction of the Deputy Conservator and shall comply with and adhere strictly to the Deputy Conservator's instructions and directions on any matter (whether mentioned in the contract or not) touching or concerning the works. The contractor shall take instructions and directions only from the Deputy Conservator and from the Deputy Conservator's representative (subject to the limitations referred to in clause 3 hereof).

7.2 Work to be in accordance with Contract

7.2.1 Unless it is legally impossible, the contractor shall execute and complete the works and remedy any defects therein in strict accordance with the contract to the satisfaction of the Deputy Conservator. The contractor shall comply with and adhere strictly to the Deputy Conservator's instructions on any matter, whether mentioned in the contract or not, touching or concerning the works.

7.2.2 The contractor shall take instructions only from the Deputy Conservator, or subject to the provisions of Clause - 3, from the Deputy Conservator's representative / Deputy Conservator's assistants.

8. Contractor's Superintendence:

The contractor shall give or provide all necessary superintendence to the complete satisfaction of the Deputy Conservator during the execution of the works, and as long thereafter as the Deputy Conservator may consider necessary. The contractor or a competent and authorized agent or representative approved in Writing by the Deputy Conservator (which approval may at any time be withdrawn) is to be constantly on the work and shall give his whole time to the superintendence of the same. Such authorized agent or representative shall receive on behalf of the contractor, directions and instructions from the Deputy Conservator or the Deputy Conservator's representative (Subject to the limitations of Clause 3 hereof).

The contractor's Agent and Senior site staff shall be capable of receiving and giving instructions, understanding specifications, drawings and other instructions and carrying out all their business in English language.

Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

9.1 Contractor's Labour:

The contractor shall employ labour in sufficient numbers either directly or through sub contractors to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Deputy Conservator-in-charge. The contractor shall not employ in connection with the works any person who has not completed fifteen-years of age. The contractor shall obtain a valid license under the Central Labour (R&A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the work.

"The Contractor / firm shall submit antecedent verification certificate for Contract Labourers & Workers employed for the work" and produce the same for verification of the Deputy Conservator's representative.

9.2 Housing for Labour

Save in so far as the Contract otherwise provides, the Contractor shall provide and maintain such accommodation and amenities as he may consider necessary for all his staff and labour, employed for the purposes of or in connection with the Contract, including all fencing, water supply (both for drinking and other purposes), electricity supply, sanitation, cook houses, fire prevention and fire-fighting equipment, furniture other requirements in connection with such accommodation or amenities at their cost outside the Port premise. No labour camps shall be allowed inside the Port premises.

9.3 Entry of Labour in Port premises:

1. Only vehicles licensed by the Board will be allowed inside the Port Premises. Admission into the Harbour is regulated by issued of colour coded passes(valid for one week) for the contractor, his staff, labour and materials. These passes shall be accompanied by identity cards valid for the entire period of contract. The Identity Card contains personal details of labourer ( including photograph), name of the work, name of the contract, duration, etc., In case the contract is extended, necessary identity card regarding the extension of the contract period. In addition to the above, white coloured passes valid for only one day will be issued for emergency use without their being accompanied by the Identity card. All the above entry passes and identity cards will be issued free of cost by the Dredging Superintendent on a written requisition by the contractor. The contractor is solely responsible for all the details incorporated in the passes and the identity cards and 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, duplicate coloured/white passes or photo identity cards will be issued by this department subject to imposing a penalty of Rs.50/- in each

case. The duplicate passes / identity cards will bear the endorsements "Duplicate issued" duly countersigned by the concerned Divisional Officer.

9.4 Customs and security arrangements:

The contractor shall comply with all the regulations imposed by the customs and Port Security Authorities in respect of the passage of plant, vehicles, materials and personal through customs barriers.

9.5 Fair Wages:

The contractor shall pay the labour engaged by him on the work not less than fair wages which expression shall mean whether for the time of piece work, the labour rates of wages as fixed by the Central Public Works Department as fair wages of the state payable to the different categories of labourers of those as notified under the Minimum Wages Act for the district for corresponding employees of the Employer whichever may be higher.

"The Dredging Superintendent or his authorized representative will make necessary arrangements for witnessing the payment by the contractor to his labourers. The contractor should arrange for that and get the certificate from the department as required in terms of the CPWD contract labour regulations".

9.6 Festival and Religious Customs:

The contractor shall allow his labourers to avail the Government notified national and local festival holiday and also such closed holidays for the Port declared by the Employer and also have due regard to local religious and social customs in respect of labour employed by him.

9.7 Wage Records:

The contractor shall, maintain records of wages and other remuneration paid to his employees in such forms as may be convenient and to the requirement of the Deputy Conservator and Conciliation Officer, Central Ministry of Labour, Government of India or such other authorized persons appointed by the State Government. The Contractor shall also exhibit the different notices as required under the Minimum Wages Act, 1949, Payment of Wages Act, 1936 and other Act / Rules and Regulation made there under from time to time.

9.8 Returns of Labour:

The contractor shall, if required by the Deputy Conservator, deliver to the Deputy Conservator's Representative or at his office, a return in detail in such form and at such intervals as the Deputy Conservator may prescribe showing the supervisory staff and the numbers of the various classes of labour from time to time employed by the contractor on the site and such information respecting constructional plant as the Deputy Conservator's representative may require.

9.9 Removal of workmen:

The contractor shall employ in and about the execution of the work only such persons as are careful, skilled and experienced in their several trades and calling

to the approval of the Deputy Conservator. The Deputy Conservator shall be at liberty to object to and to require the contractor to remove from the above works any person employed by the contractor in or about the execution of the works who in the opinion of the Deputy Conservator misconducts himself or is incompetent or is negligent in the proper performance of his duties and such persons shall not be again employed in the works without permission of the Deputy Conservator.

9.10 Contractor's temporary structures:

The contractor may at his own expenses and subject to the approval of the Deputy Conservator, construct temporary offices, stores, workshops in the area allotted to him and remove the same as per the order of the Deputy Conservator on completion of the contract. No hire charges are payable for the area allotted during the contract period or such extended time as granted by the Deputy Conservator. However, the hire charges for the land area utilized by the contractor after completion of the contract period or such extended time shall be recovered from the contractor at the rate fixed by the Board from time to time.

9.11 Employment of the Government Retired persons:

No Engineer of gazetted rank or other class I & II officers employed in Marine or administrative duties in a Marine department of the Government of India / Port is allowed to work as a contractor for a period of 2 years of his retirement from Government / Port service without the previous permission of Government of India or by the Port as the case may be. The contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who had not obtained the permission of Government of India / Port as the case may be as aforesaid before submission of the tender or engagement in the contractor's service as the case may be.

9.12 Regarding employment of the foreigner

No foreigner will be allowed by the Trust for under water diving by the contractor to work within the Port premises, If it is necessary by the Tenderer. The Tenderer yet to obtain the prior sanction from Deputy Conservator appointment.

9.12.2 For the purpose of necessary assistance in obtaining tax exemption for foreign technicians brought in by the contractor in connection with this contract, he shall furnish the following specific information and also comply with instructions issued there for from time to time.

- a) The number of foreign technicians required.
- b) The period for which each such technician is required.
- c) The nature of work that would be required to be done by them and
- d) The qualification and experience of the personnel proposed to be engaged.

If there is any lapse in this regard the contractor shall be personally responsible for the lapse and hold the Port Trust blameless in providing necessary assistance.

The contractor shall employ labour in sufficient numbers either directly or through sub contractors to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Deputy Conservator. The contractor shall not employ in connection with the



works any person who has not completed fifteen-years of age. The contractor shall obtain a valid license under the Central Labour (R&A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 before the commencement of the work and continue to have a valid license until the completion of the work.

Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the work.

9 Setting out the works:

The Deputy Conservator or Deputy Conservator's representative shall supply basic data such as dimensional drawings, for the work and other information necessary to enable the contractor to set out the work.

11. Watching and lighting:

The contractor shall in connection with the works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary as required by the Deputy Conservator or by any competent statutory or other authority for the protection of the works, materials, etc., or for the safety and convenience of the public or others.

12. Contractor to keep site clean:

During the execution of the works the Contractor shall keep the Site reasonably free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment and surplus materials and clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required.

13.1 Extraordinary Traffic:

The contractor shall use every reasonable means to prevent any of the access road communicating with or on routes to the site from being damaged or injured by any traffic of the contractor or any of his sub contractors and in particular shall select routes, choose and use vehicles and also restrict and distribute loads so that any such extraordinary traffic as will inevitable access from the moving of plant and materials from and to the site shall be limited as far as reasonably and so that no unnecessary damage or injury may be occasioned to such approach. The contractor's attention is drawn to the fact that the other contractors employed by the Employer will be working in the vicinity of the construction of structures. Hence, the contractors shall allow other agencies for work if any and shall allow such agencies the use of scaffolding the similar conveniences which any building contractor might have put up and shall further give such agencies facilities to carry out their trades. Works like punching the walls, floors and making them good, required during the electrification shall be done by the building contractors for which they may not be made any special payment by the Trust. The contractor's working arrangements should be in such a manner as to cause no hindrance to the other contractors working nearby or to the functions of the Harbour and to enable other contractors / department / other agencies to work contemporaneously on separate contracts.

13.2 Interference with Traffic and adjoining properties:

All operations necessary for the execution and completion of the Works and the remedying of any defects therein shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with:

- a) the convenience of the public, or
- b) the access to, use and occupation of public or private roads and footpaths to or of properties whether in the possession of the Employer or of any other person.

The Contractor shall save harmless and indemnify the Employer in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of, or in relation to any such matters in so far as the Contractor is responsible there for.

#### 14.1 Opportunities for Other Contractor

The Contractor shall, in accordance with the requirements of the Deputy Conservator, afford all reasonable opportunities for carrying out their work to:

- a) any other Contractors employed by the Deputy Conservator and their workmen.
- b) the workmen of the Employer, and
- c) the workmen of any duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any Contract which the Deputy Conservator may enter into in connection with or ancillary to the Works.

#### 14.2 Facilities for Other Contractors

If, however, pursuant to Sub-Clause - 14.1 the Contractor shall, on the written request of the Deputy Conservator:

- a) permit the use, by any such, of Temporary works or Contractor's Equipment on the Site, or
- b) provide any other service of whatsoever nature for any such, the Deputy Conservator shall determine an addition to the Contract Price.

#### 15. Supply of plant, materials and labour:

15.1 Except where otherwise specified in the contract, the contractor shall at his own expenses supply and provide all the constructional plant, temporary works, materials both for temporary and permanent works under the contract, labour (including the supervision thereof) transport to or from site and in and about the works and other things of every kind required for the construction, completion and maintenance of the works.

15.2 The contractor shall not hire out any item of plant or equipment brought by him, in connection with the execution of the work under the contract to any other party in connection with any work of the latter in the Port without the written permission of the Deputy Conservator and such permission may or may not be granted by the Deputy Conservator.

15.3 The contractor shall at his own costs make due arrangements for the proper watch and safety of all materials and plant supplied to him by the Board / or brought by him for use on this work. He shall not remove such constructional plant or materials from the site without the permission of the Deputy Conservator.

If any of the materials supplied or constructional plant hired out by the department are lost or damaged in any way due to negligence or carelessness on the part of the contractor or his employees, the cost thereof determined by the Deputy Conservator shall be recovered from the contractor from any moneys due to him or to become due to him.

15.4 Avoidance of Damage to Roads

The Contractor shall use every reasonable means to prevent any of the roads or bridges communicating with or on the routes to the Site from being damaged or injured by any traffic of the Contractor or any of his Sub-Contractor and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of materials, Plant, Contractor's Equipment or Temporary works from and to the Site shall be limited, as far as reasonable possible, and so that no unnecessary damage or injury may be occasioned to such road and bridges.

15.5 Transport of Contractor's Equipment or Temporary Works

Save in so far as the Contract otherwise provides, the Contractor shall be responsible for and shall pay the cost of strengthening any bridges or altering or improving any road communicating with or on the routes to the Site to facilitate the movement of Contractor's equipment or Temporary Works and the Contractor shall indemnify and keep indemnified the Employer against all claims for damage to any such road or bridge caused by such movement, including such claims as may be made directly against the Employer and shall negotiate and pay all claims arising solely out of such damage.

15.6 Transport of Materials or Plant

If, notwithstanding Sub-Clause - 15.4, any damage occurs to any bridge or road communicating with or on the routes to the Site arising from the transport of materials or Plant, the Contractor shall notify the Deputy Conservator

, as soon as he becomes aware of such damage or as soon as receives any claim from the authority entitled to make such claim. Where under any Law or Regulation the haulier of such materials or Plant is required to indemnify the road authority against damage, the Employer shall not be liable for any costs, charges or expenses in respect thereof or in relation thereto.

16. Clearance of site on completion:

Upon completion of works, the contractor shall clear away and remove from the site all the constructional plant, temporary works remaining thereon, any unused materials provided by the contractor, and surplus materials and rubbish of every kind and leave the site and works clean and in a workman-like condition to the satisfaction of the Dredging Superintendent .

If the contractor fails to remove any such constructional plant, temporary works or unused materials within such reasonable time after completion of works as may be allowed by the Deputy Conservator, then the Employer may sell the same and shall after deduction from the proceeds, cost, charges and expenses of and in connection with such sale, pay the balance if any, to the contractor.

The Employer shall not at any time be liable for the loss or injury to any of the said constructional plant, temporary works or materials.

17. Bribes, Commission and Corrupt Gifts:

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent or servant or any one of his or their behalf to any officer, servant, representative or agent of the Deputy Conservator or to any person on his behalf in relation to the obtaining or to the execution of this or any other contract with the Employer shall in addition to any criminal liability which he may incur subject the contractor to the cancellation of this and all other contracts with Employer and also to the payment of any loss or amounts resulting from any such cancellation. Further, the employer shall be entitled to deduct the amounts so payable from any money otherwise due to the contractor during this or any other contract. Any question or dispute as to the commission of any offence under the present clause shall be settled by the Deputy Conservator, in such manner and on such evidence or information as he shall think fit and consider sufficient and his decision shall be final and binding on the contractor.

The tender involves an obligation of secrecy and the commission by the contractor, his agents, servants of sub-contractors or their agents or servants of any offence under the Indian Official Secrets Act, 1923, or any statutory modification or re-enactment thereof will apart from any criminal liability constitute a breach of the contract.

18. Inflammable stores:

The contractor shall comply with all Central and Local regulations in respect of storage of all inflammable stores or other materials safe involving risk to third parties and shall take all special precautions required in the transport and use of such materials. The contractors shall submit to the Deputy Conservator for approval, all drawings and documents required for the construction of storage sheds to the proper requirements.

19. Nuisance, disorderly conduct etc.:

The contractor shall at all times take all reasonable precautions or prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same.

20. Accidents - Reporting of:

The contractor shall within 24 hours of the occurrence of any accident at or about the site or in connection with the execution of the work, report such accident to the Deputy Conservator's representative. The contractor shall also report such accidents to the competent authorities to whom such report is required by laws.

21. Materials brought to site:

Materials required for the works, whether brought by the Contractor or supplied by the Employer shall be stored by the contractor only at a place approved by the Deputy Conservator. The storage and safe custody of materials shall be the responsibility of the contractor. All materials brought to the site shall become and remain the property of the Employer and shall not be removed off the site without the prior written approval of the Deputy Conservator. But whenever

the works are finally completed and advance, if any, in respect of any such materials is fully recovered, the contractor shall at his own expense forthwith remove from the site all surplus materials originally supplied by him and upon such removal, the same shall revert to and become the property of the contractor.

22.1 Cost of the Tests:

The cost of making any test shall be borne by the contractor if such test is clearly intended or provided for in the specifications or Bill of Quantities and in the cases only of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purpose which was intended to fulfill is particularized in the specification or bill of quantities in sufficient detail to enable the contractor to price or allow for the same in his tender. In case specification for a particular item is not in the tender document, relevant I.S. specification and in their absence, other international standards will apply.

22.2 Cost of Tests not provided for:

If any test is ordered by the Deputy Conservator which is either not so intended by or provided for or (in the cases above mentioned) is not particularized or though so intended or provided for is ordered by the Deputy Conservator to be carried out by an Independent person at any place other than the site or the place of manufacture or fabrication of the materials tested, then the cost of such test shall be borne by the contractor, if the test shows the workmanship or materials not to be in accordance with the provisions of the contract or the Deputy Conservator's instructions but otherwise by the Employer.

23. Access to site:

The Deputy Conservator and any person authorized by him shall at all times have access to the works and to the site and to all workshops and places where work is being prepared or when materials, manufactured articles, or machinery are being obtained for the works and the Contractor shall afford every facility for every assistance in or in obtaining the right to such access.

24. Inspection register:

An inspection register is required to be maintained at the site of work, duly issued by the Deputy Conservator's representative and docketed by from the Deputy Conservator's assistant's office. Which must be produced whenever called upon to do so by the Deputy Conservator or his representative during their inspection of the work. It will be the responsibility of the Deputy Conservator's assistant to ensure that the observations of the inspection officers for each and every visit are available in the inspection register either through recorded notes or through pasting the inspection notes. The Deputy Conservator's assistant shall carry over such observation and defects, on which action is to be taken by the contractor, to the site order book with cross-reference in the inspection register. The observations recorded in the inspection register by Deputy Conservator or his representative is reviewed during subsequent inspections to ensure their compliance.

25.1 Removal of improper works & material:

The Deputy Conservator shall during the progress of the works have power to order in writing from time to time the following:

- i. The removal from the site within such time or times as may be specified in the order of any materials, which in the opinion of the Deputy Conservator are not in accordance with the contract.
- ii. The substitution of materials not in accordance with the contract by proper and suitable materials and
- iii. The removal and proper re-execution (notwithstanding any previous test thereof or interim payment thereof) of any work, which in respect of materials or workmanship, is not in the opinion of the Deputy Conservator in accordance with the contract.

25.2 Default of the contractor in compliance:

In case of the default on the part of the contractor in carrying out such order, the employer shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the contractor and recoverable from him by the Employer from any moneys due or which may become due to the contractor.

26.1 In the event of unsatisfactory progress:

The progress of the work at each stage shall be subject to the approval of the Deputy Conservator, whose decision as to the rate of progress at each stage shall be final and binding on the contractor. In case of delay in the progress of work, the Deputy Conservator shall issue to the contractor, a memo in writing pointing out the delay in the progress and calling upon the contractor to explain the causes for the delay within 3 days of the receipt of the memo. If the Deputy Conservator is not satisfied with the explanation offered, the Deputy Conservator may take further action against the contractor including withholding payment of pending bills in whole or in part and also reserves to himself the right to cancel the contract for unsatisfactory progress in the work at any stage.

In the event of the contract being terminated at any stage due to unsatisfactory progress of work, as per clause aforementioned, the Deputy Conservator shall have right to execute the portion of works left incomplete using the Board's labour or any other agency. The contractor will be liable to make good any loss incurred by the Board on this account. Such amounts will be recovered from any moneys due to or to become due to the contractor.

26.2 Suspension of work:

The contractor shall on the written order of the Deputy Conservator suspend the progress of the work or any part thereof for such time or times and in such manner as the Deputy Conservator may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Deputy Conservator. The extra cost including all running wages to be paid on the site, salaries, depreciation and maintenance of plant on site at cost and general overhead cost of the contract incurred by the contractor in giving effect to the Deputy Conservator's instructions under this clause shall be borne and paid by the employer unless such suspension is:

- i. otherwise provided for in the contract  
or

ii. necessary for the proper execution of the work or by reason or weather conditions affecting the safety or quality of the work or by some default on the part of the contractor  
or

iii. necessary for the safety of the works or any part thereof

Provided that the contractor shall not be entitled to recover any such extra cost unless he gives notice in writing of his intention to claim to the Deputy Conservator within 28 days of the Deputy Conservator's order. The Deputy Conservator shall settle and determine such extra payment to be made to the contractor in respect of such claim as shall in the opinion of the Deputy Conservator be fair and reasonable.

27. Extension of time:

27.1 The contractor shall commence the works on site within the period named in the tender after the receipt by him of an order in writing to this effect from the Deputy Conservator and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Deputy Conservator or be wholly beyond the control of the contractor.

27.2 The contractor shall maintain the rate of progress required as per schedule. If the progress of work is held up owing to circumstances, which in the opinion of the Deputy Conservator are beyond the control of the contractor, such as war, stormy weather and for other reasonable causes in the opinion of the Deputy Conservator, the Deputy Conservator may at his discretion grant to the Contractor such extension of time as he considers reasonable for the completion of the work. In such circumstances, the contractor shall apply for extension of time within fifteen days of the hindrance on account of which he desires such extension as aforesaid.

27.3 The execution of the work during the extended period also, shall be only under the conditions and at the rate specified in the contract.

27.4 The grant of such extension of time will not bestow on them any right to claim compensation or extra payment at a future date whatsoever. No claim shall be made by the Contractor on the grounds of executing the work beyond the completion period stipulated in the contract.

28. Way leaves etc.,

The contractor shall bear all expenses and charges for special or temporary way leaves required by him in connection with access to the site. The contractor shall also provide at his own cost any additional accommodation outside the site required by him for purpose of the works.

29. Work during Night or on Sundays and authorised Holidays:

Subject to any provisions to the contrary contained in the contract, none of the permanent works shall be carried out during night or authorized holidays without prior permission in writing of the Dredging Superintendent.. Except when the work is unavoidable or absolutely necessary for the safety of life, property or works in

which case the contractor shall immediately advise the Dredging Superintendent accordingly.

30.1 Execution of works of Repair etc.:

To the extent that the works shall at or as soon as practicable after the expiration of the period of maintenance to be delivered up to the Employer in as good and perfect a condition (normal, wear & tear excepted) to the satisfaction of the Deputy Conservator as that in which they were at the commencement of the period of maintenance, the contractor shall execute all such work of other repair, amendment, reconstruction, rectification and making good of defects, imperfections, shrinkages or other faults as may be required of the contractor in writing by the Deputy Conservator during the period of maintenance or within fourteen days after its expiration as a result of an inspection made by or on behalf of the Deputy Conservator prior to its expiration.

30.2 Cost of execution of works, Repair etc.:

All such work shall be carried out by contractor at his own expense if the necessity thereof shall in the opinion of the Deputy Conservator be due to the use of materials or workmanship not in accordance with the contract or to neglect or failure on the part of the contractor to comply with any obligation expressed or implied on the contractor's part under the contract. If in the opinion of the Deputy Conservator such necessity shall be due to any other cause, the value of such work shall be ascertained and paid for as if it were additional work.

30.3 Remedy on contractor's failure to carry out work required:

If the contractor shall fail to do any such work as aforesaid required by the Deputy Conservator, the Employer shall be entitled to carry out such work by his own workmen or by any other contractor. If such work is a work which the contractor should have carried out at the contractor's own costs the Employer shall be entitled to recover from the contractor the cost thereon and may deduct the same from any moneys due or that may become due to the contractor.

31. 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 Deputy Conservator as per clause 27 the contractor shall pay or allow to the Board a sum equivalent to  $\frac{1}{2}$  % (Half percent) per week or part thereof of the total value of the contract subject to a maximum of 5 % of the total value of contract as liquidated and ascertained damages and not by way of penalty, for every 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 moneys due or to become due to the contractor.

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.

32. Remedy on contractor's failure to carryout the work required



The progress of the work at each stage will be subject to the approval of the Deputy Conservator whose decision as to the rate of progress at each stage shall be final and binding on the contractor. The Deputy Conservator reserves to himself the right to cancel the contract for unsatisfactory progress in the work at any stage.

In such an event the Deputy Conservator also has the right to execute the portion of works left incomplete using the Ports own labour or with any other agency and the contractor will be liable to make good an loss incurred by the Port on this account. Such amounts will be recovered from any moneys due to or to become due to the contractor.

33. Employment of Technical Staff:

33.1 The contractor shall employ following technical staff during the execution of this work: -

- i. One Graduate Engineer or a retired Assistant Engineer possessing atleast a recognised diploma, when the cost of works to be executed is more than Rs 10 lakhs (Rupees ten lakhs).
- ii. One qualified Diploma Holder and having experience of not less than 3 years, when the cost of works to be executed is more than Rs 5 lakhs (Rupees Five lakhs) but less than Rs 10 lakhs (Rupees Ten lakhs).
- iii. One qualified Diploma Holder when the cost of works to be executed is more than Rs 2 lakhs (Rupees two lakhs) but less than Rs 5 lakhs (Rupees Five lakhs).
- iv. One qualified Supervisory Staff (ITI Certificate Holder) when the cost of the works to be executed is more than Rs 1 lakh (Rupees one lakh) but less than Rs. 2 lakhs (Rupees Two lakhs).

However, if the cost of work is above one lakh and less than Rs 5.00 lakhs and the contractor himself is qualified, no supervisory staff need be insisted upon.

33.2 The technical staff should be available at site, at all times during the course of execution of work. He will take instructions from the Dredging Superintendent/ Dredger Master, Dredger Cauvery as and when required by him.

33.3 In case the contractor fails to employ the technical staff as aforesaid he shall be liable to pay to the Board a reasonable amount not exceeding the sum of Rs 4000/- (Rupees four thousand only) for each month of default or part thereof in the case of Graduate Engineer and Rs 2,000/- (Rupees two thousand only) for each month of default or part thereof in the case of qualified Diploma Holder/qualified Supervisor possessing I.T.I Certificate.

33.4 The decision of the Dredging Superintendent as to the period for which the required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor as to the amount and the contractor's liability to pay the said amount.

34. Change in constitution:

Where the contractor is a partnership firm, prior approval in writing of the Deputy Conservator shall be obtained before any change is made in the constitution of firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership, the firm would have the right to carry out the work hereby undertaken by the contractor.

35. Termination of contract in the event of death, insanity etc.:
- In the event of death insanity or insolvency of the contractor or in the case of contractor being a partnership on dissolution of the firm of the contractor or in case of the contractor being a company governed by the Companies Act, 1956, the winding up of the company, the contract shall be terminated on the happening of the event above said and all acceptable work shall be measured and paid for to the person or person legally entitled to receive payment for the work done and on his or their executing a bond indemnifying the Board against any claims that may be made in respect of payments made by Board by persons claiming from the contractor or others in respect of work done by the contractor prior to the termination of the contract.
36. i) If in the opinion of Deputy Conservator the contractor
- a. has abandoned the contract (or )
  - b. without reasonable excuse has failed to commence the works or proceed with the works with due diligence or has suspended the progress of work for 20 days after receiving from the Deputy Conservator written notice to proceed (or)
  - c. has failed to remove materials from the site or to pull down and replace work for 28 days after receiving from the Deputy Conservator written notice that the said materials or work has been condemned and rejected by the Deputy Conservator under these conditions.
  - d. is not executing the works in accordance with the contract or persistently or flagrantly neglecting to carry out his obligations under the contract (or)
  - e. has to the detriment of good workmanship or in defiance of the Deputy Conservator's instructions to the contrary sublet any part of the contract. Then, the Board may after giving 14 days' notice in writing to the Contractor enter upon the site and the works and expel the contractor there from without thereby avoiding the contract of releasing the contractor from any of his obligations or liabilities under the contract or effecting the rights and powers conferred on the Board or the Deputy Conservator by the contract and may himself complete the works or may employ any other contractor to complete the works and the Board or other contractor may use for such completion so much of the constructional plant, temporary works or may employ any other contractor to complete the work and materials which have been deemed to be reserved exclusively for the construction and completion of the works under the provisions of the contract as he or they may think proper and the Board may at any time sell any of the said constructional plant, temporary works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to the Board from the contractor under the contract.

- ii) The Deputy Conservator shall as soon as may be practicable after any such entry and expulsion by the Board fix and determine ex-parte or by or after reference to the parties or after such investigations or enquiries as he may think fit to make or institute and shall certify the amount (if any) had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the contractor in respect of work then actually done by him under the contract and what was the value of any of the said unused or partially used materials any constructional plant and any temporary works.
- iii) If the Board shall enter and expel the contractor under this clause, they shall not be liable to pay to the contractor any money on account of the contract until the expiration of the period of maintenance and thereafter until the costs of completion and maintenance damages for delay, in completion (if any) and all other expenses incurred by the Board have been ascertained and amount therefor certified by the Deputy Conservator. The contractor shall then be entitled to receive only such sum or sums (if any) as the Deputy Conservator may certify would have been due to him upon the completion by him after deducting the said amount. But, if such amount shall exceed the sum, which would have been payable to the contractor on due completion by him then the contractor shall upon demand pay to the Board the amount of such excess and it shall be deemed a debt due by the contractor to the Board and shall be recoverable accordingly.

37. Alterations in specifications and designs, Additions and Omissions:

37.1 The Deputy Conservator shall have the power to make any alterations in, omissions from, additions to or substitutions for the original specification, drawings, designs and instructions that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instruction which may be given to him in writing signed by the Deputy Conservator and such alteration, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Deputy Conservator shall be conclusive as to such proportion. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order:

- i. If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- ii. If the rates for the additional altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- iii. If the altered, additional or substituted work includes any work for which no rate is specified in the contract for the work and which cannot be derived

from the similar class of work in the contract, then such work shall, be carried out at the rates entered by the department taking into account the Port's own schedule of rates on which the estimated value of work put to Tender was worked out, with minus / plus percentage which the total tendered amount bears to the estimated cost of the entire work put to tender.

- iv. If the rates for altered, additional or substituted work cannot be determined in the manner specified in the sub-clauses 37.1(i) to 37.1(iii) above, then the rates / for such work shall be worked out on the basis of the Schedule of rates of the Port specified above, minus/ plus the percentage which the total tendered amounts bears to the estimated cost of the entire work put to tender provided always that if the rate for a particular part or parts of the item is not in the Schedule of rate, the rate for such part or parts will be determined by the Dredging Superintendent on the basis of the prevailing market rates when the work was done.
- v. If the rates for the altered, additional of substituted work cannot be determined in the manner specified in the sub-clause 37.1(i) to 37.1(iv) above, then the contractor shall within 7 days of the date of receipt of order to carry out the work, inform the Deputy Conservator of the rate which is his intention to charge for such class of work, supported by the analysis of the rate or rates claimed and the Deputy Conservator shall determine the rate or rates, on the basis of the prevailing market rates and pay the contractor accordingly. However, the Deputy Conservator by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, but under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates of items falling under the clause. In the event of any disagreement, the Deputy Conservator shall fix such rate or price as shall in his opinion be reasonable and proper having regard to the circumstances and such decision of the Deputy Conservator shall be final.

### 37.2

- i. The deviation limit referred to above be the net effect (algebraically sum) of all additions and deductions ordered.
- ii. In no case shall the additions/deductions (arithmetical sum) exceed twice the deviation limit.
- iii. The deviations ordered on items of any individual trade included in the contract shall not exceed +/- 50% of the value of the trade in the contract as a whole or half the deviation limit whichever is less.
- iv. The value of additions of items of any individual trade not already included in the contract shall not exceed 10% of the deviation limit.

Note: Individual trade means the trade section to which scheduled of quantities annexed to the agreement has been divided or, in the absence of any such division the individual section of the schedule of rates specified above, such as, excavation and earthwork, concrete, wood work and joinery, etc.

### 38. Claims:

The contractor shall send to the Deputy Conservator's representative once in every month an account giving particulars (as full and detailed as possible) of all claims for any additional expenses to which the contractor may consider himself entitled and of all extra or additional work ordered by the Deputy Conservator,

which he has executed the preceding month and no claim for payment for any such work will be considered which has not been included in such particulars.

39. Action where no specification of work is available:

In the case of any class of work for which there is no specification, such work shall be carried out in accordance with the relevant Indian Standards and in the absence of Indian Standards, any equivalent international standards and in the event of there being no standard specifications then in such case, the work shall be carried out in all respects in accordance with the instructions and requirements of the Dredging Superintendent.

40. No compensation for alteration in or restriction of work to be carried out:

If at any time after the commencement of work, the Deputy Conservator shall for any reason whatsoever not require the whole work as specified in the tender to be carried out, the Deputy Conservator shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions, which shall involve any curtailment of the work as originally contemplated; Provided that the contractor shall be paid the charges on the cartage only of materials actually and bona fide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof and then taken back by the contractor provided however, that the Deputy Conservator shall have in all such situations, the option of taking over all or any such materials at their purchase price or at local current rates whichever may be less. In the case of such stores having been issued from the department stores, supervision charges and storage charges shall be refunded in addition to the issue rates of materials.

41. Method of Measurement:

41.1 Except where any general or detailed description of the work in bills of quantities or schedule of works / items / quantities expressly shows to the contrary, the Bill of quantities or schedule of works / items / quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the schedule of rates / specification notwithstanding any provision in the relevant standard method of measurement or any general or local custom. In the case of items which are not covered by the schedule of Rates / specifications, measurements shall be taken in accordance with the relevant standard method of measurements issued by the Bureau of Indian Standards.

41.2 Records & measurements:

The Dredging Superintendent shall except as otherwise stated ascertain and determine by measurement the value in accordance with the contract of work done in accordance therewith.

41.2.1 All items having a financial value shall be entered in measurement books level books etc. prescribed by the employer so that a complete record is obtained of all work performed under the contract.

- 41.2.2 Measurements shall be taken jointly by the Dredging Superintendent or his authorized representative on the one hand and by the contractor or their representative on the other. Before taking measurements of any work, the Dredging Superintendent or the person deputed by him for the purpose shall give a reasonable notice to the contractor. If the contractor fails to attend or send an authorised representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of measurements, then in any such event, measurements taken by the Dredging Superintendent or by the person deputed by him shall be taken to be the correct measurement of the work.
- 41.2.3 The contractor shall, without extra charge, provide assistance with every appliance and other things necessary for measurement. Measurements shall be signed and dated by both parties each day on the site on completion of measurement. If the contractor objects to any of the measurements recorded on behalf of the Employer, a note to that effect shall be made in the measurement book against the item objected to and such note shall be signed and dated by both parties engaged in taking the measurements. If as a result of such objection, it becomes necessary to remeasure the work wholly or in part, the expense of such measurement shall be borne by the party requiring the measurement to be retaken provided that net errors are found by this measurement to amount to less than 5% of the value as recorded by the first measurement. Where however the net errors amount to 5% or over of the said value the cost of re-measurement shall be borne by the other party. In any case, if the net value of errors found exceeds Rs 500/- the expense of re-measurement shall be borne by the other party.
- 41.3 Production of vouchers:  
The contractor shall when required by the Dredging Superintendent produce all quotations, invoices, vouchers and accounts or receipts in connection with expenditure in respect of provisional or prime cost items. He shall produce vouchers etc. if required to prove to the Dredging Superintendent that materials supplied by him are in conformity with the specifications laid down in the contract.
42. Certificate and payments:
- 42.1 For the entire work only one bill will be paid after completion of entire work to the satisfaction of Dredging Superintendent / Dredger Master, Dredger cauvery. Contractor shall prepare by himself the bill in the prescribed proforma and submit the same to the Dredging Superintendent. However the bill will be recommended for payment only after satisfactory completion of entire works, and payment will be made for actual work done. All amount due to the Board by the contractor if outstanding on account of supply of any materials, electricity, water, services rendered in connection with the contract, repairs or rectifications to work etc., shall be adjusted from the bills or any amount due to the contractor by the Board by way of outstanding deposits etc.
- 42.2 The date on which a Cheque of payment is handed over to the contractor by the Employer will be considered as the date of payment for all purposes. Delay in making such payments by the Employer due to exceptional circumstances shall

not nullify or vitiate in any way or other, the conditions of the contract and the contractor shall have no claim on this account. The employer will not pay any interest on account of any delay in the payment to the Contractor under any point of time and Contractor cannot prefer any claim on this account.

42.3 The Deputy Conservator may by any certificate make any correction or modification in any previous certificate, which shall have been issued by him and shall have the power to withhold any certificate if the work or any part thereof is not being carried out to his satisfaction.

#### 42.4 Final Statement

Not later than 60 days after the issue of the 'Completion Certificate' pursuant to Clause – 24 of Section II, the Contractor shall submit to the Deputy Conservator for consideration a draft final statement with supporting documents showing in detail, in the form approved by the Deputy Conservator.

- a) the value of all Work done in accordance with the Contract and
- b) any further sums which the Contractor considers to be due to him under the Contract.

If the Deputy Conservator disagrees with or cannot verify any part of the draft final statement, Contractor shall submit such further information as the Deputy Conservator may reasonably require and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Deputy Conservator the final statement as agreed (for the purposes of these conditions referred to as the "Final Statement")

#### 42.5 Discharge

Upon submission of the Final Statement, the Contractor shall give to the Deputy Conservator, a written discharge confirming that the total of the Final Statement represents full and final settlement of all monies due to the Contractor arising out of or in respect of the Contract. Provided that such discharge shall become effective only after payment due under the Final Certificate issued pursuant to Sub-Clause - 43 has been made and the performance security referred to in Sub-Clause - 11.1 of Section I, if any has been returned to the Contractor.

42.6 Within 30 days after receipt of the Final Statement, and the written discharge, the Deputy Conservator shall issue to the Contractor a Final Certificate stating:

- a) the amount which, in the opinion of the Deputy Conservator, is finally due under the Contract, and
  1. after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled under the Contract, other than Clause – 31, the balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer as the case may be.

#### 43. Time limit for payment of final bill:

The contractor's first and final bill shall be passed for payment after the completion of the entire work to the satisfaction of the Dredging Superintendent/ Dredger Master, Dredger cauvery provided the contractor has fully complied with the requirements under the contract. After the payment of the amount of the final bill payable as aforesaid has been made, the contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he

- fails to do so within 90 days, his disputed claim shall be dealt with as provided in the contract. No claim shall be entertained beyond 90 days.
44. Set off clause:  
Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Port and set off against any claim of the Port for the payment of a sum of money arising out of or under any other contract made by the contractor with the port.
45. Cessation of Employer's liability:  
The Employer shall not be liable to the contractor for any matter or thing arising out of or in connection with the contract or the execution of the works unless the contractor shall have made a claim in writing in respect thereof before the issue of the maintenance certificate under this clause.
46. SAFETY CODE  
The Contractor shall scrupulously adhere to and observe the following safety codes:
- i. Hoisting machines and tackles used in the Works including their attachments, anchorage and supports shall be in perfect condition as per stipulations of the relevant Rules. The ropes used in hoisting or lowering materials or as means or suspension shall be of durable quality and adequate strength and free from defects.
  - ii) Workers employed shall be provided with protective footwear and rubber hand gloves and other gears. Those engaged in welding Work shall be provided with welder's protective eye shield and gloves.
  - iii) No paint containing lead or lead products shall be used except in the form of paste or ready-made paint. Suitable facemasks should be supplied for use by the Workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped. Necessary and adequate facilities shall be provided by the Contractor to enable the Working painters to wash during the period of cessation of Work.
- All Safety Rules shall be strictly followed while Working on live electrical systems or installations as stipulated in the relevant Rules.
47. LIFE SAVING APPLIANCES AND FIRST AID  
The Contractor shall provide and maintain upon the Works, sufficient, proper and efficient life saving appliances and first aid equipment to the approval of the Deputy Conservator. The appliances and equipment shall be available for use at all times.
48. PORT TRUST RULES
- 48.1 The Contractor shall observe the conservancy rules relating to the Harbour and shall always take such necessary additional steps to keep the Harbour waters free of noxious or unhygienic matters coming from his Works as are required by the Deputy Conservator. Under no circumstances shall inflammable materials be allowed to spill into the Harbour waters.
- 48.2 The Contractor shall always observe and comply with the Working Rules and Regulations of the Port Trust in force or as issued from time to time.
49. DETAILS TO BE CONFIDENTIAL, DRAWINGS AND PHOTOGRAPHS



- 49.1 The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purpose thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Deputy Conservator.
- 49.2 No photograph of the Works or any part thereof or plant employed thereon shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his Sub-Contractors unless otherwise specifically mentioned in the Contract without the approval of the Deputy Conservator.

## 50 FORECLOSURE OF CONTRACT:

- I. Notwithstanding anything in the contract agreement the contractor agrees that the Trust (on its own or acting on behalf of the Government of India) or the Government of India shall be entitled to foreclose the contract on occurrence of the following events:
- i. In the event of breach of contract by the Contractor
  - ii. An emergency or
  - iii. for national security and /or national interest and /or public reasons.
- II. Upon the occurrence of the events specified in the above I (i),(ii) and (iii) above the Trust or Government of India reserve the right to fore close the contract at any point of time during the contract period on the issue of the termination notice under provision of the termination clause , the Trust shall not be liable to compensate the contractor or any other person for any losses or estimated loss of profits during such period.

## 51 BREACH OF CONTRACT

- i) Any one or more of the following shall be construed as a Breach of Contract :-
- ii) Failure to sign and execute the Agreement as per Clause 8 of Section II.
- iii) Failure to commence the work within 10<sup>th</sup> days from the date of Placement of Order.
- iv). Failure of the Contractor to adequately insure the employees, staff, officers, plant, machineries and equipments etc.,
- v) Evidencing of an intention by the Contractor not to be bound by the terms of the Contract Agreement;
- vi) Failure to comply with the statutory obligations under applicable laws;
- vii) Violating of strategic, security, environmental concerns on the Contractor's part;
- viii) The Contractor engaging or knowingly allowing any of its employees agents or representatives to engage in any activity prohibited by Law or which constitutes a breach of or an offence under any Law, in the course of any activity undertaken pursuant to the Contract Agreement;
- ix) Failure to pay minimum wages to Employees as per Minimum Wages Act or any failure as per the applicable Labour Laws.
- x) Failure to perform or discharge or breach of any of its obligations, terms and conditions in accordance with the provisions of the Contract Agreement.

xi) Failure to pay Security Deposit drawn in favour of the Chairman, Chennai Port Trust, at Chennai as per the tender conditions within the time limit of 10 days from the date of receipt of the Letter of Intent / order or such extended date by Deputy Conservator.

52 CANCELLATION/TERMINATION OF CONTRACT:

If the contractor breaches any of the contractual obligations as set forth in Clause 50 of Schedule-B, the contract shall be cancelled and Security Deposit will be forfeited

53 ESI CLAUSE:

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

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

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

has not paid the ESI contribution same will be recovered in the running bill and paid to the ESI Corporation in contractor's code. The delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue.

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

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## CHENNAI PORT TRUST

### SECTION – V – PART I – Preamble to Bill of Quantities

Tender for CARRYING OUT THE ROUTINE INSPECTION OF UNDERWATER AREA, CLEARING OF OBSTRUCTION FROM PROPELLERS, INSPECTION OF PROPELLERS, CLEARING OF WIRES, SCRAP METAL, PIPES AND SLINGS ETC., FROM HOPPER SPACES AND HOPPER DOORS, CLEARING OF SEA SUCTION IN TAKES, ATTENDING TO REPAIRS OF HOPPER DOORS OF DREDGER CAUVERY AND ALL MARINE CRAFT INCLUDING TUGS AND LAUNCHES BY UNDERWATER DIVING..

#### PREAMBLE TO: BILL OF QUANTITIES

- (1) The Prices quoted by the tenderer shall cover all the incidental works involved in completing the items of work including GST (as applicable) without entitlement for any extra payment.
- (2) The price quoted by the tenderer shall be firm till the completion of the contract. No increase in price over and above the original rates quoted by him in the tender will be considered.
- (3) The contractor shall not be entitled to any payment for works carried Out by him for his constructional convenience.
- (4) The contractor shall take precautions to see the electrical cables / water line/ fire fighting line are not damaged during execution of work.

**CHENNAI PORT TRUST**

TENDER FOR “Carrying out the Routine Inspection on Under water Area, Clearing of obstruction from propellers, Inspection of propellers, Clearing of wires, scrap metal, pipes and slings etc., from hopper spaces and hopper doors clearing of sea suction in takes, attending to repairs of hopper doors of Dr. Cauvery and all Marine Craft including Tugs and Launches by Under water diving”

**PART-II**

**BILL OF QUANTITIES**

(Price should be quoted in a spread sheet file (.xls format) available in e-procurement Portal)

Tender Inviting Authority : Deputy Conservator, Chennai Port Trust

Nature of work: TENDER FOR “Carrying out the Routine Inspection on Under water Area, Clearing of scrap metal, pipes and slings etc., from hopper spaces and hopper doors clearing of sea suction in take Craft including tugs and launches by Under water diving”

Contract No: T / DW1 / 014 / 2017 / M (D)

Bidder Name :

**PRICE** **SCHEDULE**  
 (This BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl. No.	Item Description	Quantity	Unit	Basic RATE In Figures To be entered by the Bidder Rs. P	Total Amount	Total Amount in Words
1.00	For carrying out the Under water cleaning of following various under water fittings of DredgerCauvery 1. Propeller, propeller Blades and Bowthruster. 2. Rope Guards. 3. Rudders. 4. Sea chest (all) and plug in, when required 5. Under water hull area (Side / Bottom hull plate welding seams from forward to aft.	40 Shifts	Shift (One Shift)			
	Add GST ( as applicable)					

Total in Figures	
Total in Words	

General Notes:

1. The firm are advised to inspect the Dredger Cauvery and the tide gauge well before quoting the rates.
2. The firm should hold approval certificate for carrying out underwater inspection and related work.
3. Only certified divers are to be engaged. Certified divers certificates must be produced with the tender/ before award of contract.
4. Necessary insurance to be arranged with the concerned authority.
5. The diver must be medically fit for diving and he must be insured.
6. After every underwater diving operation the firm should render a written report.
7. The above works may also include renewal or replacement of the damaged hopper door linkages viz, pins shackles cotter pin rubber packings of hopper doors for which replaceable parts will be supplied by the Trust. These replacements have to be attended to if found necessary during any of the operation mentioned above without claiming any extra charges.
8. Rate shall be quoted on daily shift basis at 8 hours shift or part thereof.
9. The rates quoted shall be inclusive of all taxes, levies, charges, duties etc., excluding applicable GST. The quoted amount shall be final till completion of the work and no claim in this regard will be entertained at a later stage.
10. The rates should include cost of diver charges for under water diving. Under water diving equipments, cutting equipments, transportation charges of men, medical cover materials and workman compensation insurance for divers.
11. Price should be quoted in a spread sheet file (.xls format) available in e-procurement Portal.
12. For further details, Dredging Superintendent/Chief Engineer Marine Vessel may be contacted during the office hours ie., 10.00 am to 05.00 p.m. (Telephone No.25360985).

Signature of the Tenderer.

Deputy Conservator.  
CHENNAI PORT TRUST.

FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT

WHEREAS M/s. .... With its registered Office at ..... have approached the Board of Trustees of the Port of Chennai (hereinafter called the Board) to exempt M/s..... (hereinafter called the Contractors) from the demand of under the terms and conditions of the Agreement to be executed in pursuance of the terms and conditions of the Letter of intent No..... dated ..... made by the Chennai Port Trust and the Contractors, of the Security Deposit of Rs.....for the ..... (Hereinafter called the said agreement) on the due fulfillment thereof on production of a Bank Guarantee, encashable at Chennai ..... Branch only.

WHEREAS the Board has agreed to accept a Bank Guarantee encashable at Chennai at ..... Branch Office towards Security Deposit. We the (Bank) ..... hereby unconditionally guarantee payment of the said amount of Rs.....(Rupees ..... only) to be paid without any demur to the Board by M/s..... on a mere demand from the Board.

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

Dated at Chennai this day of .....

CHENNAI PORT TRUST

FORM OF AGREEMENT

This AGREEMENT made this ..... day of ..... (Two thousand .....) Between the Board of Trustees of the Port of Chennai, a body corporate under Major Port Trusts Act 1963 (hereinafter called the 'Board' which expression shall unless excluded by or repugnant to the context, be deemed to include the successors in office) on the one Part and

.....  
.....  
.....

(hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or successors in office) on the other part.

WHEREAS the Board of Trustees of the Port of Chennai is desirous of Carrying out the work comprising.

.....  
.....

.....WHEREAS the contractor has offered to execute, complete and maintain such works and whereas the Board has accepted the tender of the contractor and WHEREAS the contractor has furnished a sum of Rs.....(Rupees ..... only) as Earnest Money Deposit at the time of tendering, which will be adjusted against Security Deposit as per Clause 4 of the memorandum will be collected by deductions from the running bills at the rates mentioned therein for due fulfillment of all the conditions of this contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement viz., General Condition, Form of tender with Appendix, General Information, Particular Specification, Preamble & Bill of Quantities, & Form of Agreement.
3. The contractor hereby covenants with the Board of Trustees of Chennai Port to carry out the work in conformity in all respects with the provisions of the agreement.
4. The Board of the Trustees Chennai Port hereby covenants to pay the contractor in consideration of such constructions, completion and maintenance of the works, the "contract price" at the time and in the manner prescribed by the contract



IN WITNESS WHEREOF the parties hereunto have set their hands and seals the day and year first written.

The common Seal of the Board of Trustees of Chennai Port was hereunto affixed and

The Deputy Conservator, thereof, has set his hand in the presence of

Signed and sealed by the contractor in the presence of

DEPUTY CONSERVATOR  
The signature is made on behalf of and by authority from the Chairman of the Board of Trustees, under Section 34(1) of the Major Port Trust Act 1963.

CONTRACTOR

Witnesses :

- 1.
- 2.

### Pre qualification of Questionnaire (Form I to X)

- i) Letter of application ( Form I)
- ii) Annual Turnover of the firm-Financial capacity ( Form II)
- iii) Summary of current Contract commitments / Works in Progress( Form – III)
- iv) Experience in similar nature in any similar works in the last 7 years ( Form – IV)
- v) Plant and equipment proposed for the work (Form - V)
- vi) Personal / staff proposed for the work (Form –VI)
- vii) Proposed Site Organization Details (Form VII )
- viii) Additional Information (Form VIII )
- ix) Bid Security/EMD In the form of DD bearing No -----dated -----, for Rs..... Issued by .....bank Bank information for e- payment ( Form ix)
- x) GST Registration form (Form x)
- xi) specimen format for declaration annexure-I

ANNEXURE- I CHENNAI  
PORT TRUST

TENDER FOR Carrying out the routine inspection of underwater area, Clearing of obstruction from propellers, inspection of propellers, clearing of wires, scrap metal, pipes and slings etc., from hopper spaces and hopper doors, clearing of sea suction in takes, attending to repairs of hopper doors of Dredger Cauvery and and all Marine craft including Tugs and Launches.

MARINE DEPARTMENT (DREDGER DIVISION)

GENERAL SAFETY PROCEDURES TO BE FOLLOWED BY CONTRACTORS WHILE CARRYING OUT CONTRACT WORKS ON BOARD DREDGER CAUVERY AND ALL MARINE CRAFT INCLUDING TUGS AND LAUNCHES.

We, \_\_\_\_\_

Agree to enforce following safety measures in respect of our works :-

- 1) We shall employ only skilled and experienced workers proficient in the respective trade according to the job requirement.
- 2) The workers safety and other needs will be looked after by our supervisor who will be in attendance throughout the work.
- 3) The workers shall wear safety shoes & helmets while in Harbour premises.
- 4) Protective aids such as Goggles, Gloves, Shields, Gas Masks, Safety belts, etc. shall be worn by them as warranted by nature of the job.
- 5) The onboard job shall be carried out only on Trust working days between 07.00 hrs and 17.00 hrs with 13.00 hrs – 14.00 hrs as lunch break.
- 6) The supervisor / manager / representative of the firm should obtain specific approval from the Marine Engineer / Dredging Master of Dredger Cauvery on the procedure that will be adopted in carrying out the repairs.
- 7) All tools, equipments, lifting gear, chemicals used will be of approved quality by Statutory authorities and having all required licenses in currency.
- 8) Prior to commencement of work, safety officer of Ch.P.T. and / or Port Fire service shall be informed as the case may be and obtain their approval.

- 9) Any mishap / accident arising while carrying out repairs on Board Dredger Cauvery shall be the sole responsibility of the contractor and the contractor shall indemnify officers and employees of the Trust for any accidents to the contractor's workers

Signature:  
Name:

CONTRACTOR.  
(Name with seal)

FOMAT FOR POWER OF ATTORNEY

TENDER FOR Carrying out the routine inspection of underwater area, Clearing of obstruction from propellers, inspection of propellers, clearing of wires, scrap metal, pipes and slings etc., from hopper spaces and hopper doors, clearing of sea suction in takes, attending to repairs of hopper doors of Dredger Cauvery and and all Marine craft including Tugs and Launches.

We hereby give Power of Attorney to .....  
For signing measurement books, bills and sign measurement books, bills,/final acquaintance certificate and receipts for payment etc.. His specimen signature is affixed below.

For .....

Signature

Name :  
Designation:  
Date:

**FORMAT FOR ADVANCED STAMPED RECEIPT FOR REFUND OF EMD**

TENDER FOR Carrying out the routine inspection of underwater area, Clearing of obstruction from propellers, inspection of propellers, clearing of wires, scrap metal, pipes and slings etc., from hopper spaces and hopper doors, clearing of sea suction in takes, attending to repairs of hopper doors of Dredger Cauvery and all Marine craft including Tugs and Launches. Under single cover.

**ADVANCED STAMPED RECEIPT**

Received with thanks from the Chaiman, Chennai Port Trust a sum of  
Rs...../- ( Rupees .....only) being the  
refund of Security deposit /EMD/Additional Security Deposit, paid for the  
contract.....  
.....  
.....

Ref No. D.C's Work Order No. DW1/014/ 2017/ M (D) dated .....

### CHECK LIST TO BE FILLED BY THE TENDERER – COMMERCIAL

Sl.No.	Description	YES/NO
1	EMD enclosed	
2	Tender document signed and sealed in all pages	
3	Enclosed notarized copy of Balance sheet	
4	Enclosed Notarized copies for the Annual financial Turn over(Profit & Loss) statement for the years 2014-15, 2015-16 &2016-17.	
5	Enclosed Notarized work orders indicating its break up values for meeting the Eligibility Criteria on section I	
6	Enclosed Notarized Completion certificate for the respective work order indicating the order reference and order value for which the work order was executed.	
7	Enclosed relevant Technical Certificates and documents for the work quoted to fulfill the technical specification of Trust as per Section V Part II.	
8	Acceptance of the Trust's Terms and Conditions:	
9	Validity (120)	
10	Security Deposit: 10 % of the total contract value	
11	Completion Period: 1 year	
12	Payment Terms: one bill will be paid after completion of entire work to the satisfaction of Dredging Superintendent / Dredger Master, Dredger Cauvery.	
13	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.	
14	a) Other Trust's Terms and Conditions b) Form of Tender duly filled in c) Power of Attorney form duly filled and signed and sealed.	
15	Enclosed the address of the service centre at Chennai along with the copy of the registration certificate.	
16	Enclosed the notarised copy of the ESI &PF registration certificate with ESI No.	

