



**CHENNAI PORT TRUST
MARINE DEPARTMENT**

**TENDER NO. G1/1838(A)/16/M
CLOSING DATE : 20.07.2017
CLOSING TIME : 2.30PM
EMD : Rs. 10,01,963/-**

**e-TENDER FOR CHARTERING OF 1 NO. 20 KNOT PATROL BOAT FOR A
PERIOD OF 5 YEARS IN CHENNAI PORT TRUST"**

**TENDER DOCUMENT COST : Rs.5,250/-
(Inclusive of 5% VAT)**

MARINE DEPARTMENT
TENDER NO: G1/1838(A)/16/M
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NOTICE INVITING TENDER
CHENNAI PORT TRUST CHENNAI - 600001
NIT No: G1/1838(A)/16/M

e-TENDER FOR CHARTERING OF 1 NO. 20 KNOT PATROL BOAT FOR A PERIOD OF 5 YEARS IN CHENNAI PORT TRUST”

On line tenders are invited for the above work as per the details given below through e-procurement mode on website **eprocure.gov.in**

Details about tender:

Department Name	MARINE DEPARTMENT
Circle/ Division	Deputy conservator, Marine Dept, Centenary Building, 6 th Floor, Rajaji Salai, Chennai – 600 001.
Tender Notice No.	G1/1838(A)/16/M
Name of Work	e-Tender for 1 NO. 20 KNOT patrol boat for a period 5 years in Chennai Port Trust”
Estimated Contract Value (INR)	Rs. 5,00,98,136.00
Period of contract	5 years
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)

Qualifying Criteria :	<p>PRE-QUALIFICATION CRITERIA / BIDDING CONDITION</p> <p>2.1 An average annual financial turn over during the last 3 years, ending 31st March 2016, should be at least 30% of the estimated cost (i.e.) Rs.1,50,29,441/-.The copies of last three years audited Profit & Loss account and Balance sheet may be furnished (2013-14 , 2014-15 & 2015-16).</p> <p>2.2 Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-</p> <p>a. Three similar completed works costing not less than the amount equal to 40% of estimated cost i.e. Rs.2,00,39,254 /- each work.(OR)</p> <p>b. Two similar completed works costing not less than the amount equal to 50% of estimated cost i.e. 2,50,49,068/- each work.(OR)</p> <p>c. One similar completed works costing not less than the amount equal to 80% of estimated cost i.e.4,00,78,508/- each work.</p> <p>Note: Copy of the work orders of similar work and its completion certificate with value, period of contract, work order reference number and date.</p> <p>Similar works means: <i>Similar works means chartering of vessels/manning and operation of Speed boat/ Pilot Launches/Tugs/Offshore vessels/ships</i></p>
Tender Document Cost	Rs.5,250/- in favour of The Chairman, Chennai Port Trust, Chennai
Bid Security/ EMD (INR) :	Rs.10,01,963,- in favour of The Chairman, Chennai Port Trust, Chennai
Bid Document Downloading Start Date	08 / 06 / 2017 onwards
Bid Document Downloading End Date	20 / 07 / 2017 upto 14:00 Hrs.
Date & Place of Pre Bid Meeting	On 22 / 06 / 2017 at 15.00hrs held at DC's Office.
Last Date & Time for Receipt of Bids	20 / 07 / 2017 @ 14:30 Hrs.
Bid Opening Date	21/ 07 / 2017 @ 15:00 Hrs.
Documents required to be submitted by scanning through online	Documents in support of fulfilling qualifying criteria as indicated above and all other relevant documents as per Tender Document.
Bid Validity Period	180 Days
Officer- Inviting Bids:	DEPUTY CONSERVATOR
Bid Opening Authority :	DEPUTY CONSERVATOR
Address:	DEPUTY CONSERVATOR, VI Floor, Centenary Building, Rajaji Salai, Chennai – 600 001.
Contact Details :	Deputy Conservator, Chennai Port Trust, Rajaji Salai, Chennai – 600 001. Phone No: 044 – 2536 0628 Facsimile number: (044) – 25362601 Email: dycme@chennaiport.gov.in

DEPUTY CONSERVATOR

INSTRUCTIONS FOR ONLINE BID SUBMISSION

Bidders to follow the following procedure to submit the bids online through the e-Procurement site <https://eprocure.gov.in>

1. Bidder should do the registration in the tender site using the 'Click here to Enroll' option available.
2. Then the Digital Signature of SIFY/TCS/nCode or any Certifying Authority is to be registered after logging into the site.
3. Bidder can use 'My Space' area to update standard documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.
4. Bidder may read the tenders published in the site and download the required documents/tender schedules for the tenders he is interested.
5. Bidder then logs into the site using the secured log in by giving the user id/password chosen during registration and password of the DSC/e-token.
6. Only one DSC should be used for a bidder and should not be misused by others.
7. Bidder should read the tender schedules carefully and submit the documents as asked, otherwise, the bid will be rejected.
8. If there are any clarifications, this may be obtained using clarifications or during the pre-bid meeting. Bidder should take into account of the corrigendum's published before submitting the bids online.
9. Bidder must in advance prepare the bid documents to be submitted as indicated in the tender schedule and they should be in required format. If there is more than one document, they can be clubbed together.
10. Bidder should prepare the EMD as specified in the tender. The original should be posted/couriered/given in person to the specified location as per Tender Document, latest by the date of bid submission.
11. Bidder selects the tender which he is interested using search option & then moves it to the my favorites folder.
12. From the my favorites folder, he selects the tender to view all the details indicated.
13. The Bidder reads the terms & conditions and accepts the same to proceed further to submit the bid.
14. The Bidder has to select the payment option as offline to pay the EMD and cost of the Tender as applicable.
15. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time.
16. The Bidder has to enter the password of the DSC/e-token and the required bid documents have to be uploaded one by one as indicated.

17. The rates offered details have to be entered separately in a spread sheet file (xls) in the space allotted and should be updated as BOQ.xls file for each tender after the financial bid. The BOQ file, if found modified by the bidder, his bid will be rejected.
18. The tendering system will give a successful bid updation message & then a bid summary will be shown with the bid no. & the date & time of submission of the bid with all other relevant details. The bidder has to submit the relevant files required as indicated in the cover content, In case of any irrelevant files, the bid will be rejected.
19. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
20. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
21. For any clarifications with the TIA, the bid number can be used as a reference.
22. Bidder should log into the site well in advance for bid submission so that he submits the bid in time i.e on or before the bid submission time, If there is any delay, due to other issues, bidder only is responsible.
23. Each documents to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2 MB, it can be reduced by scanning at low resolution and the same can be uploaded. However of the fle size is less than 1 MB the transaction uploading time will be very fast.
24. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-procurement system. The bidder should follow this time during bid submission.
25. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
26. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used Data storage encryption of sensitive fields is done.
27. Any documents that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyers public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
28. Tenderer is required to submit their tender through online on or before due date of closing time. The tender received after the due date and time will not be entertained.
Tender Document can be submitted online only in the designated two cover system on the e-tender website eprocure.gov.in on or before the due date and time. However, one Hard copy of the sealed and signed Tender without price bid shall be submitted as specified in the Tender.
Tenderer should submit the tender as per specification indicated in Schedule 'A' and accordance with the instructions to Tenderers, Tender Information Sheet, General Conditions of Contract and Special Conditions of Contract.

29. Technical and Commercial bid(Cover-I)

The tenderer shall upload in the e-portal website contain the following documents in the form of scanned copy:

- i) Bank guarantee / Demand Draft for EMD
- ii) Demand Draft / Banker's Cheque for Tender Document Cost.
- iii) Documents required as per Pre-Qualification Criteria as specified in the Tender.

30. Price Bid (BOQ) –(cover-II)

Price should be quoted in Online "Price Schedule – 'A1' (as per BOQ). 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 be lead to rejection of the bid outright. For evaluation purpose, the uploaded offer documents will be treated as authentic and final. The price bid submitted through e-procurement mode only will be taken up for the purpose for evaluation.

31. The hard copy of sealed and signed tender document in every page along with original Demand draft of Tender fee and EMD shall be submitted in the office on the due date of submission.

32. Other conditions:

- a. There are no significant inconsistencies between the proposal and the supporting documents.
- b. 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.
- c. The Port Trust would have the right to seek clarification on Techno- commercial conditions wherever necessary.
- d. 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.
- e. The date and time of price bid opening will be informed to eligible tenderers and details will be uploaded in e-procurement website.

33. PRE-BID MEETING:

A pre-bid meeting with prospective tenderers will be held at Deputy Conservator's Office on **22. 06 .2017 at 15.00 hrs** in which tenderer may take the opportunity of seeking clarifications, if any. Tenderers are advised to attend the pre-bid meeting. Nonattendance of pre-bid meeting shall not be a cause for disqualification of the tender. Based on the discussion the technical specifications and conditions will be frozen as necessary. Tenderers are advised to seek clarification in writing and forward the same to The DC, Chennai Port Trust, Rajaji Salai,

Chennai-600 001 at least 7 days before the date fixed for pre-bid meeting. No queries will be entertained after pre-bid meeting. The text of questions raised and response of the Trust will be sent to all tenderers after the pre-bid meeting or the same will be displayed in the Trust website.

34. AMENDMENT TO TRUST TENDER DOCUMENT :

The Trust may for any reason and at any time prior to the deadline for submission of tender, whether at its own initiative or in response to clarifications requested by the Tenderer, modify the Trust Tender Document by the issuance of Addendum.

The Tenderers will have to regularly check the Trust's website www.chennaiport.gov.in and CPP Portal www.eprocure.gov.in for any addendum published. The Trust will not be held responsible if the tenderers have not read the addendum published.

In order to offer reasonable time for the prospective Tenderer to take an Addendum into account, or for any other reason, the Chennai Port Trust may, at its discretion, extend the Tender due date, if considered necessary.

Any Addendum thus issued to all the Tenderers and Pre-bid & Tender Committee Meetings shall form part and parcel of the Agreement.

DEPUTY CONSERVATOR.

INSTRUCTION TO TENDERERS (ITT)

1. Tenders as detailed in the Specification under Schedule “A” attached herewith and in accordance with instructions to tenders, conditions of contact, etc. are need to be submitted **through Online mode** to e-procurement website www.eprocure.gov.in on or before **14.30 Hrs. on 20. 07 .2017** and one sealed and signed hard copy of the Tender Document along with hard copies of other Cover-1 documents **without Price bid** along with Demand Draft for EMD shall be submitted in sealed cover superscribed as **e-Tender for chartering of 20 knots patrol boat for a period of 5 years in Chennai Port Trust**” to the office of the Deputy Conservator, Chennai Port Trust located at the 6th of floor of the Centenary Building on **14.30 Hrs. on 20.07.2017**.

The Tenderers should send a Demand Draft / Pay Order for Rs.5250/- (Rs.5000 + 5% VAT), being the non-refundable sum towards the cost of Tender Document, in favour of “CHAIRMAN, Chennai Port Trust” at Chennai, so as to reach **on or before 14.30hrs. 20.07.2017** along with the covering letter, addressed to “The Deputy Conservator, Marine Department, 6th floor of Centenary Building, No.1, Rajaji Salai, Chennai Port Trust, Chennai – 600 001. The Tender Document is available in the Chennai Port Trust’s Website www.chennaiport.gov.in & government e-procurement website “www.eprocure.gov.in” for downloading.

2. ELIGIBILITY CRITERIA:

- i) The **Average Annual Financial Turnover** during the last Three (3) years ending 31st March 2016 should be at least **INR Rs.1,50,29,441/-**. Annual turnover, profit and loss statements, balance sheet and Auditor’s report for the last three years shall be submitted with endorsed by Chartered Accountant for the year 2013-14, 2014-15 and 2015-16.
- ii) The Tenderer should have experience in ‘Similar Works during last 7 years ending last day of month previous to the one in which tenders invited should be either of the following:-
 - a) **One** similar completed work of contract value not less than **Rs.4,00,78,509/-** ie 80% of the total contract value
(OR)
 - b) **Two** similar completed works of contract value not less than **Rs.2,50,49,068/- each** ie 50% of the total contract value
(OR)
 - c) **Three** similar completed works of contract value not less than **Rs.2,00,39,254/- each** ie 40% of the total contract value

Similar works means: Similar works means chartering of vessels/manning and operation of Speed boat/ Pilot Launches/Tugs/Offshore vessels/ships

Note: The Tenderers shall enclose the copy of Work Order for similar works, successful completion certificates from clients indicating the date of completion, value of work done, work order reference number and date.

3. TEST OF RESPONSIVENESS

Prior to evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of the tender. An application shall be considered responsive only if:

- a. it is received by the Application Due date including any extension there of
- b. it is signed, sealed, bound together in the hard copy of the Tender document.
- c. Annual turnover for last three years of profit and loss statements and balance sheet for last three years with endorsed by Chartered Accountant.
- d. work order for similar works, successful completion certificate with performance and value of work done, work order ref. no. and date
- e. it is accompanied by the Power of Attorney
- f. it contains all the information in formats and documents as requested in the Tender documents & complete in all respects
- g. Copy of service Tax registration number

4. TECHNICAL & COMMERCIAL COVER-I

The tenderer shall upload the following documents in the form of scanned document in the e-portal website.

- a) **The Earnest Money Deposit Rs. 10,01,963/- (Rupees Ten lakhs one thousand nine hundred and sixty three only).** The amount may be in the

form of Demand Draft/Pay Order on any Nationalized/Scheduled Bank payable at Chennai only in the name of the Chairman, Chennai Port Trust. Bank guarantee in the prescribed format also acceptable

- b) **The tender document cost Rs.5250/-.** The amount may be in the form of Demand Draft/Pay Order on any Nationalized/Scheduled Bank payable at Chennai only in the name of the Chairman, Chennai Port Trust..
- c) Financial statements for last 3 years (2013-14,2014-15 & 2015-16): Balance Sheets & Profit and Loss Statement for fulfilling the Eligibility Criteria with respect to Average Annual Turn Over
- d) Work order & work completion certificates for similar works for fulfilling the Eligibility Criteria with respect to Experience

5. COVER –II

- a. **The Cover – II Schedule of Quantities and Prices , “Schedule –‘A1’(Price Bid)” BOQ shall be submitted through on line only**

5.1 HARD COVER

The hard copy of tender document sealed and signed in every page along with original Demand draft for Tender fee and EMD shall be submitted in the office on or before the due date & time of submission. The cover may also contain all other documents mentioned in Clause 4 above such as Financial statements and work order & work completion certificates for similar works. Hard copy/The hard Cover submitted to DC’s Office may be superscribed as “ E-Tender for Chartering of 1 No. 20 Knots Patrol Boat for 5 year Period” and Tenderers name & address shall be clearly written in the bottom left corner of the cover. E-tender received without the original DDs for Tender Document Fee & EMD as mentioned above will not be considered for evaluation and will be summarily rejected.

The Hard Cover shall also contain following documents:

- 1. documentary evidence relating to business registration/commencement.
- 2. The following documents (notarized) about the patrol boat offered
 - (a)GA Plan
 - (b)Builder’s Certificate
 - (c)Make model No., BHP, Fuel Oil consumption at 90% and 100% MCR of main engines and Auxiliary engine (supported by technical data sheet of the manufacturer or any other supporting document from the manufacturer).
 - (d)Copies of Registration Certificate, Certificate of Survey and Certificate of Class.
 - (e) Certificate from Class for speed of the launch.
 - (f) The proof of ownership of the boats offered and arrangements made for boats offered
 - (g) Name of the Partners/Directors indicating the responsibility and Copy of MOA & AOA of the company and other documents defining constitution, legal status, place of registration and principal place of business & business activities etc
 - (h) Power of Attorney ,on stamp paper in favour of person authorized to sign the tender document
 - (i) Technical Specification of the patrol boat of 20 knots speed being offered

6. **POWER OF ATTORNEY**

Tenderers are required to submit a Power of Attorney as in Appendix III. In the case of company, the Power of Attorney shall be supported by the Board Resolution duly attested by the Company Secretary or any Director of the Board of the Directors of the Company, authorizing the signatory of the Tenderer to provide information and to commit to the terms and conditions of the Trust Tender Document.

7. **LANGUAGE**

The Tender and all related correspondence and documents shall be written in English Language. The technical details and other information shall be provided in English only.

8. **EARNEST MONEY DEPOSIT**

The Earnest Money Deposit for this Tender is Rs. 10,01,963/- (Rupees Ten lakhs one thousand nine hundred and sixty three only). The amount may be in the form

of Demand Draft/Pay Order on any Nationalized/Scheduled Bank payable at Chennai only in the name of the Chairman, Chennai Port Trust.

EMD shall be submitted in the form of Bank Guarantee also as per the prescribed format.

Exemptions are be allowed in case of :

1. National Small Industries Corporation (NSIC)
2. Micro Small and Medium Enterprises (MSME)-which should be Registered with the NSIC

Both the Certificates are allowed subject to the condition that the Tender Work is specified in the Certificate and the Certificate is valid at the time of bidding till the Award of the Contract.

The Exemption is allowed as above only for the EMD charges and not for any other charges or Deposits including Tender Document charges.

It may be clearly understood by the bidders that “The EMD shall be retained until finalization of Tenders. If any statements documents/information submitted by Tenderer is found false/incorrect or Willful misrepresentation or omission of facts or fake / forged documents, the EMD shall be forfeited”.

If the Tender is submitted without EMD or valid exemption certificates, the technical bid will not be evaluated and such Tender will be summarily rejected. The Earnest Money Deposit shall be refunded to the Tenderers as follows:

- a) Successful Tenderer –The EMD of the L1 bidder shall be adjusted in the payment of Security Deposit by the L1 firm or shall be refunded in full after payment of the entire Security Deposit.
- b) Unsuccessful Tenderers, validity extended Unsuccessful Tenderers – after finalization of the L1 of contract.
- c) Validity not extended Tenderers – within 20 days on submission of claim along with advance stamped receipt.

No interest shall be paid by the Trust on the Earnest Money Deposit from the date of its receipt until it is as refunded as indicated above under any circumstances.

9. VALIDITY

The prices quoted by the Tender must be firm and should hold good at least for **180 days** from the date of opening of the tender.

10. PERFORMANCE GUARANTEE

- (i) The FIRM who's tender is accepted, must pay Performance Guarantee equivalent to an amount 10% of the annual value of the contract **within 15 days** of receipt of notice of such acceptance or within such extended time as may be allowed, by the Deputy Conservator at his discretion.
Performance Guarantee should be 10% of annual contract price rounded off to nearest 100 rupees should be submitted as Demand draft / Banker's Cheque shall be in favour of the Chairman, Chennai Port Trust drawn from any scheduled / Nationalised Bank payable at Chennai within 15 days of issue of Letter of Acceptance.

11. FOREFEIT OF EMD:

Where a person whose tender has been received on behalf of the Board intimate the Deputy Conservator that he is not willing to abide by the terms of the Tender or goes behind the clarifications made before the Deputy Conservator or to the Tender Committee appointed to scrutinise the Tenders in respect of terms of the tender, or withdraws the tender before receipt of final acceptance or where a person whose tender has been accepted fails (i) to execute an agreement in such form as aforesaid in respect of all works for which the Tender is accepted within one month of such acceptance is made known to him (or) (ii)to furnish the Security Deposit within the prescribed time the

Earnest Money deposited by such person shall be forfeited and in cases of (ii) above, the contract is liable to be cancelled or the agreement if executed is liable to be treated as null and void.

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

“The EMD will 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”.

12. EXECUTION OF CONTRACT AGREEMENT

- i) The contractor shall execute an agreement with the Trust **within 15 days** from the date of receipt of LOA. If the contractor, whose tender has been accepted, fails to execute an agreement within 15 days from the date of receipt of LOA, the earnest money deposit (EMD) deposited by the Tenderer shall be forfeited and the Tenderer shall not be allowed further to participate for a period of one year in the trust's similar tenders.
- ii) The cost of stamping the contract agreement must be borne by the successful Tenderer.
- iii) The place of stamping and signing of Agreement shall be at Chennai only.
- iv) Further, if the successful contractor undertakes, to enter into and execute, when called upon to do so, an agreement, with such modifications as agreed upon and unless and until the formal agreement is prepared and executed, the successful contractor's offer, trust order and the written acceptance for the receipt of Trust order and the written acceptance for the receipt of Trust order of the successful contractor shall form a binding contract between the trust and the contractor. The contract Agreement shall include amended final tender document, pre-bid queries, various clarification letter, written approval by the trust authorities, Amended to the contract agreement and any other conditions as agreed upon by the Trust and the contractor

13. FORMAT AND SIGNING

The Tender Documents submitted to the Trust shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderers. The tender document should be submitted duly signed at the bottom of each page.

14. ENTRY PASS AND SITE VISIT

The Chennai Port Trust will grant the Tenderer, permission for a site visit on receipt of a formal written request, 2 days in advance of the proposed date of the visit. The cost of visiting the site, if any, shall be borne by the Tenderer and any of its personnel and agents will be granted permission by the Port for the purpose of such inspection on the condition that the Tenderer, their personnel and agents will release and indemnify the Port, its Trustees, its employees, officers and agents from and against all liability in respect thereof. The Tenderer will be responsible for personal injury, loss, damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection etc., during site visit.

Only such vehicle as allowed by the Board will be permitted to enter into the Harbour premises. Tenderers should obtain a temporary pass from the Chennai Port Trust pass section after obtaining necessary authorization from the Chief Mechanical Engineer's office, to gain entry into the Trust's premises, if necessary. Port Trust will not deal with agents and all dealings will be directly with the Tenderer or his authorized representative during site visit.

15. DISCLAIMER

Each Tenderer shall conduct his own investigation and analysis, check the accuracy, reliability and completeness of the information provided in this Tender Document at his own cost and expenses.

It would be deemed that prior to submitting the Tender, the Tenderer has (a) made a complete and careful examination of requirements and other information set forth in this Tender, (b) received all such relevant information as it has requested from the Port Trust, and (c) made a complete and careful examination of the various aspects of the Project including, but not limited to, (i) the site, (ii) existing facilities and structures, (iii) the conditions of the access roads, waterfront and utilities in the vicinity of the site (iv) applicable laws and applicable permits and (vi) all other matters, including Guidelines, Major Port Trust's Act 1963, as amended from time to time, bye-laws, rules and regulations made there under, any administrative or other directions and guidelines given under the said Act as amended from time to time, a statement of conditions prescribed under the said Act as amended from time to time, and all other statutory enactments in relation to the Project or Project Services that might affect the Tenderer's performance under the terms of this Tender Document.

The Port Trust shall not be liable for any omission, mistake or error or neglect by the Tenderer in respect of the above.

16. RIGHT TO ACCEPT / REJECT TENDERS

(a) Notwithstanding anything contained in this Trust Tender Document, the Chennai Port Trust reserves the right to accept or reject any or all Tender(s) and part thereof at any time without assigning any reasons and without any liability or any obligation for such acceptance / rejection.

(b) Telegraphic / fax / telex offers will be treated as defective, invalid and rejected. Only detailed completed offers received as specified above, prior to the closing time and date of the tender will be considered as valid offer.

17. MATERIAL MISREPRESENTATION

The Trust reserves the right to accept or reject any or all of the tenders and to annul the tender process, at any time prior to the award of contract, without any liability for such action.

18. ASSISTANCE IN OBTAINING APPROVALS

The Trust agrees to, at the request of the Tenderer, but without guarantees and / or without assuming any responsibility in that behalf, issue recommendatory letters and make best efforts to assist the Tenderers in obtaining all the applicable permits at the Tenderer's cost including renewals thereof, provided that nothing contained in this Clause shall relieve the Tenderer of its obligations under the Agreement to obtain the Applicable Permits and to keep them in force and effect throughout the Contract Period. In cases found appropriate the Trust may, at the request of the Tenderer and at the sole discretion of the Trust issue recommendatory or supporting letters to any Government Authority recommending the proposals of Tenderer.

19. The Chennai Port Trust Board do not bind themselves to accept the lowest or any tender or part thereof and reserve the right to accept or not accept any or all of the tenders either in whole or in part, without assigning any reason.

20. The Trust will not issue any 'C & D' Form. Hence, the Tenderers are advised to quote specifically & clearly the percentage of sales taxes, if any, in the price bid covers.

21. The Trust reserves the right to seek any Technical and commercial clarifications.

22. COMPLIANCE WITH STATUTES, REGULATIONS ETC.

The Tenderer shall comply in all respects with the provisions of any such statute, ordinance or law as aforesaid and the Regulations of Bye-Laws of any local or other duly constituted authority which may be applicable to the work or to any temporary work and with such rules and regulations of public bodies and indemnify the Board against all penalties and liabilities of every kind for breach of any such statute, ordinance or Law Regulation of Bye-Law.

23. ALCOHOLIC LIQUOR OR DRUGS:

The Tenderer shall not otherwise than in accordance with the Statutes, ordinances and Government Regulations or Orders for the time being in force import, sell, give, give barter or otherwise dispose of any alcoholic liquor or drugs or permit or suffer any such importation, sale gift barter or disposal by his agent or employees.

24. ARMS AND AMMUNITION:

The Tenderer shall not give, barter or otherwise dispose of to any person or persons any arms or ammunition of any kind or permit or offer the same as aforesaid.

25. DISORDERLY CONDUCT ETC.

The Tenderer shall at all times take all responsible precautions to prevent any unlawful activity disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the vicinity of the work against the same.

26. TIMINGS

The timings shall be maintained by the patrol boat according to the instructions of DC or DC's representatives.

27. PERSONAL PROTECTIVE EQUIPMENT (PPE)

The Contractor shall be solely responsible, at his own cost, for the supply of required PPE to his workers and staff and he shall also ensure the use of PPE.

28. PROCESS TO BE CONFIDENTIAL :-

After the opening of the tenders, information relating to the examination, clarification, evaluation and comparisons of tender and recommendations concerning the award of contract shall not be disclosed to Tenderers or any other persons. Any efforts by the Tenderers to influence the Chennai Port Trust in the process of examination, clarification, evaluation and comparisons of tenders and decisions concerning the award of contract may result in rejection of the Tenderer's tender.

29. CLARIFICATION OF TENDERS :-

Chennai Port Trust shall carry out evaluation of Techno Commercial Bids and to assist the examination, evaluation and comparisons of tenders, the Chennai Port Trust may ask Tenderers, individually or collectively for clarification of their tenders. The request for clarification and the response shall be in writing by fax or by post and the tenderer shall submit their replies within 3 working days from the date of sending the communication from the Office of the Deputy Conservator. No change in price or substance of the tender shall be sought, offered or permitted nor the Tenderers shall be permitted to withdraw their tender before the expiry of the tender validity period.

30. EVALUATION & COMPARISON OF TENDERS :-

Those tenders as have been determined to be substantially responsive to the requirements of the Tender will only be evaluated. Other non-responsive tenders will be rejected.

The evaluation process will be done in 2 stages. In stage 1, the Cover 1 will be

opened & evaluated for Technical Suitability based on Eligibility Criteria of the Tender and firms who fulfils the eligibility criteria in terms of experience and financial turn over & other conditions mentioned in the tender will be declared as technically pre-qualified firms. The Cover 2 Price Bids of technically pre-qualified firms alone will be opened and evaluated in stage 2 for awarding the contract.

While evaluating the tenders, the daily cost for chartering the patrol boat will be calculated as per the following formulae and compared between eligible offers :

- (1) Charter hire rate per day = X
- (2) Maximum Fuel (HSD) Consumption in litres per running hour for at least 20 Knots speed (For both Main Engines & Auxiliaries together) for the contract period = Y

$$\text{Daily Cost for Chartering the Vessel} = X + (12 \times Y \times C)$$

(for evaluation purpose)

Where C = Rs.57.30/-(as on 05.06.2017), cost of fuel oil/ltr on the date of publishing of the Tender (IOC rate per litre high flash high speed diesel oil will be taken for calculation)

Chennai Port Trust considers 12 hrs. of average running of patrol boat per day (only for evaluation purpose).

The declared fuel oil consumption rate should contain main engine and DG set consumption of Diesel during the entire period of the contract and any request for consideration of higher fuel consumption rate for whatever reasons will not be accepted. Further Chennai Port Trust will calculate the actual fuel consumption per hour in every month and compare it with the declared fuel consumption. If the actual fuel consumption per month is found greater than declared fuel consumption, Chennai Port Trust will recover the cost of the excess fuel consumed from contractor's monthly bill at the current rate of Diesel Oil price of IOC with an additional overhead charge of 20% on Diesel cost.

Chennai Port Trust decision on evaluation shall be final, conclusive and binding.

Price bids of only those tenderers who have qualified techno-commercially, will be opened .

If substitute Boat of similar/better specification is accepted by the Port in the place of originally offered boat, the fuel consumption of the substitute Boat if found higher than the originally declared fuel consumption rate, the cost of the HFHSD plus overheads will be recovered from the amount payable to the contractor for the excess usage of diesel.

31. **NOTIFICATION OF AWARD :-**

The Chennai Port Trust shall intimate the successful Tenderer by writing through letter/fax confirming that their offer has been accepted prior to the expiry of the tender validity period. This letter is to be called as Letter of Intent (LOI).

32. **SIGNING OF AGREEMENTS :-**

(a) The successful Tenderer shall send the Letter of Acceptance (LOA) within 3 days of issue of the Letter of Intent (LOI) indicating the time required to start operation. However the successful Tenderer shall not take more than 90 days to commence the operation from the date of issue of LOI. In case the successful Tenderer fails to send the Letter of Acceptance within the period stipulated above, the LOI is liable for cancellation and the EMD of such successful tenderer shall be forfeited.

(b) Any correspondence/clarification /requests etc., whatsoever received from the Tenderer after the receipt of the Letter of Acceptance by the Chennai Port shall not be entertained and no extension of time will be granted for any reason whatsoever.

(c) The successful Tenderer shall sign the Agreement within 15 days from date of issue of LOI by the Trust. The tenderer shall furnish the bank guarantee before signing the agreement for the performance of the boats offered. If the successful Tenderer fails to come forward within the stipulated time of 15 days to sign the Agreements, the LOI is

liable for cancellation and the EMD of the contractor will be forfeited. **The Tenderer shall not be allowed to sign the Agreement without submitting the Performance Guarantee.**

33. COMMENCEMENT OF OPERATION :-

(a) The Tenderer who has been awarded the contract for Chartering of High Speed Patrol Boat shall commence operations within 90 days from the date of award of contract by Letter Of Intent. (LOI).

Any delay in delivery of the boats by the owner or builder of the boat or transshipment delays or any other reason including force majeure will NOT be accepted for delay in Commencement of operations and no request for extension of time for commencement of the operations will be entertained.

The successful Tenderer for chartering the High Speed Patrol Boat shall before the expiry of the 90 days for commencement of operation arrange for IRS/Any IACS member as third party for Survey, inspection and speed trials and submit proof thereof to Deputy Conservator for acceptance IRS/Any IACS member as Third Party shall, inspect, survey, verify the certificates and certify that the speed and other specifications are as per tender specifications. The speed trials shall be carried out at Chennai Port with full manning crew and security personnel on board. The tenderer shall ensure that the boat is under Class throughout the Contract period.

The tenderer shall be permitted to deploy a substitute high speed patrol boat with similar/better specification in place of offered boat. However, the fuel consumption of the substitute high speed patrol boat shall not be more than the originally declared fuel consumption. Chennai Port Trust shall recover the cost of excess fuel used with overhead charges for any excess fuel consumed by the substitute boat.

In case the offered boat or sister /substitute speed boat with similar/better specification (in sea worthy and efficient condition and all valid documents) is/are not deployed within 90 days from the date of LOI, the contract is liable to be terminated. The BG towards Performance Guarantee shall be encashed.

The successful Tenderer shall before the expiry of the **90 days** for commencement of operation arrange for IRS/Any IACS member as third party for Survey, inspection and **trials** and submit proof thereof to Deputy Conservator for acceptance. The trials shall be carried out at Chennai Port with full manning crew on board. The tenderer shall ensure that the high speed patrol boat is under Class throughout the Contract period.

Deputy Conservator after scrutiny of certificates including Classification Society Certificate, Insurance, IRS/Any IACS member inspection and trial reports and certification for conformity with the tender specifications and other documents may if necessary order for further survey / inspection / trials. On satisfactory conduct of survey / inspection / trials and confirming the validity of certificates and other documents , the boats will be accepted for operation at Chennai Port. **Thereafter the commencement of the patrolling operation of the high speed patrol boat shall begin and the contract period will commence only from the date of acceptance.**

The Tenderer shall take requirements like Berthing/Entering authorizations for getting the passes, Gate Passes for bringing materials etc., from the Controlling Officer or his representative.

(b) LIQUIDATED DAMAGES :-

If the Contractor fails to deliver the launch in all respects by 1200 hrs. on 90th day from date of issue of LOI in seaworthy and efficient condition after completion of trials and tests by third party, IRS/Any IACS member, liquidated damages for every day delay at the rate equal to Charter Rate per day quoted by the tenderer will be levied on the Contractor subject to maximum of 10% of the annual contract value and if the Launch

is not delivered for operation by 120th day from date of issue of LOI the Contract shall be cancelled and Performance Guarantee forfeited.

34. INSURANCE:

The successful Tenderer shall take suitable Comprehensive Insurance at his cost for the patrol boat including hull, machinery and its crew for performing various operations at Chennai Port Trust. The tenderer shall also take insurance against damages to Trust property, crafts, personnel and CISF/Police men on duty and submit proof of payment of insurance premium to the Chennai Port Trust.

35. EVIDENCE OF INSURANCE:

- i) Comprehensive third party liability insurance including injury or death to personnel of the contractor, Police, CISF personnel and others who may enter the contractor's assets / boats.
- ii) Workmen's compensation insurance,
- iii) total or partial loss of the boat or damages due to fire or any other accident
- iv) Any other insurance that may be necessary to protect the Tenderer, his employees and assets, whether constructed / purchased by the Tenderer or handed over by the Chennai Port (against loss, damage or destruction at replacement value) including all Force Majeure.
- v) Events that are insurable and not otherwise covered in items (i) to (iv).

All insurance obtained by the Successful Tenderer in accordance with this Article shall be maintained with insurer or re-insurers, and on terms consistent with Good Industry Practice. All insurance policies obtained by the Tenderer shall include a primary and non-contributing endorsement. The general liability insurance shall name the Chennai Port as the additional insured and shall include appropriate cross-liability clauses as required by the Chennai Port. The Successful Tenderer shall furnish to Chennai port, copies of certificates of insurance, copies of the insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) signed by an authorized representative of the insurer and copies of all premia payment receipts in respect of such insurance received from each insurance carrier.

The Successful Tenderer shall pay the premium payable on such insurance policy (ies) so as to keep the policy (ies) in force and valid throughout the contract period and furnish copies of the same to the Chennai Port. Insurance Policy/ies shall not be cancelled, changed or allowed to be lapsed/expired till the expiry of the contract period. In the event of Insurance Policy/ies is/are cancelled, changed, lapsed or expired, the Contractor shall not be allowed to operate the boats and no charter rate will be paid for that period and applicable penalty will be imposed.

36. APPLICATION OF INSURANCE PROCEEDS

Subject to the provisions of the Financing documents, all moneys received under insurance policies shall be promptly applied by the Chennai Port towards repair or renovation or restoration or substitution of the High Speed Patrol Boat or its crew or damages to the Trust's properties/personnel or any part thereof, which may have been damaged or destroyed. The Tenderer may designate the Lenders as the loss payees under the insurance policies/assign the insurance policies in their favour as security for the financial assistance. The Contractor shall carry out such repair or renovation or restoration or substitution to the extent possible in such manner that the High Speed Patrol Boat or any part thereof, shall, after such repair or renovation or restoration or substitution be as far as possible in the same condition as they were before such damage or destruction.

37. REMEDY ON FAILURE TO INSURE

If at any time the Successful Tenderer fails to purchase and effect any and all the insurances required under this Agreement, the Chennai Port may at its option purchase and maintain such insurance and all sums incurred by the Chennai Port shall be reimbursed by the Successful Tenderer forthwith on demand, failing which the same shall be recovered by the Chennai Port by encashing the Performance Guarantee and/or Earnest Money Deposit

38. **ADVANCES :**

No Advance for mobilization for the Pilot Launch to be chartered shall be paid to the successful Tenderers.

39. **INTEGRITY PACT:**

The bidders shall submit a pre-bid pre-contract agreement (Integrity pact Agreement) in the prescribed format as given in Appendix-XI along with their offer.

- a. The bidders shall not make any payment or illegal gratification to any person/authority connect with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
- b. The bidders shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.

40. **NO CORRESPONDENCE WITH UNSUCCESSFUL TENDERER:-**

No correspondence will be entertained by the Chennai Port Trust from the unsuccessful Tenderers.

41. **CHENNAI PORT TRUST'S RIGHT TO ACCEPT, REJECT ANY TENDER OR CANCEL THE ENTIRE TENDER PROCESS.**

The Chennai Port Trust reserves the right to accept or reject any or all offers or drop the entire tendering process without assigning any reason thereof.

42. **PARTICIPATION OF JOINT VENTURE COMPANIES:**

Joint Venture firms are permitted to participate in the tender. The Bids submitted by a Joint Venture (JV) shall comply with the following requirements:

- a) There shall be a Joint Venture Agreement between the constituent firms (Indian firms only) specific for the contract package for which the bids are submitted. The JV Agreement shall include among other things, the joint venture's objectives, the proposed management structures, the proposed distribution of responsibilities both financial as well as technical for execution of the work, the contribution of each partner to joint venture operation, the commitment of partners to the joint and several liability for due performance, recourse/ sanctions within the joint venture in the event of default or withdrawal of any partner and arrangements for providing the required indemnities.
- b) The most experienced partner will be the Lead Partner and nominated as the partner-in-charge; and his nomination shall be evidenced by submitting power of attorney signed by the legally authorised signatories of all the partners.
- c) The most experience partner (Lead Partner) of the joint venture will provide suitable experienced personnel for atleast 1 (one) position at site for the purpose of general planning and operations, during the whole period of contract execution and a statement to this effect should be included in the Joint Venture Agreement.
- d) The bid, and in the case of the successful bidder, the Form of Agreement, shall be signed and / or executed in such a manner as may be required for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.).
- e) The partner-in-charge shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint and entire execution of the Contract including payment shall be carried out exclusively through the partner-in-charge. A Statement to this effect should be included in the Joint Venture Agreement.
- f) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a Statement to this effect should be included in the Joint Venture Agreement.
- g) Bid Security as required can be furnished by any partner but it shall be in the

name of Joint venture.

h) Performance Guarantee, as required, will be furnished by all partner(s) , out of their accounts, in proportion of their participation in joint venture.

i) Joint Venture Agreement shall contain a clause to the effect that there shall be a separate JV Bank Account (distinct from the Bank Account of the individual partners) to which the individual partners shall contribute their share capital and/or working capital.

j) Joint Venture Agreement shall also contain a clause to the effect that the financial obligation of the JV shall be discharged through the said JV Bank Account only and also all payment received by JV from the Employer shall be through that account only.

k) In the event of default by most experienced partner (Lead Partner), it shall be construed as default of the contractor; and Employer will take action under default clause.

l) In the event of any partner leaving the JV, it shall be intimated to the Employer within 30 days by other partner(s). Failure to do so shall be construed as default of the contractor and the Employer may take action under default clause.

m) In case Joint Venture Agreement is not acceptable to The Employer, the Joint Venture will modify the Agreement so as to be acceptable to the Employer.

n) The bid submitted shall also include all information as required under the provisions of JV clause and furnished separately for each partner.

o) The joint venture agreement should be signed by the authorized persons of the partner firms and Power of Attorney of signatories from their respective firms should also be enclosed along with the agreement.

43. **SUBMISSION OF SELF ATTESTED DOCUMENTS**

Bidders shall submit self-attested copies of documents in the Hard Cover. But originals are required to be presented for verification whenever required by the Chennai Port trust. Failure on part of bidder to produce the originals whenever required by Chennai Port trust will lead to disqualification of the bidder.

**DEPUTY CONSERVATOR
CHENNAI PORT TRUST**

e-TENDER FOR CHARTERING OF 20 KNOTS PATROL BOAT FOR A PERIOD OF 5 YEARS IN CHENNAI PORT TRUST.

TECHNICAL AND COMMERCIAL CONDITIONS

SCHEDULE – A

1. SCOPE OF WORK:

The scope of the work involves chartering of a High Speed Patrol Boat by Chennai Port Trust. as per broad technical specifications stipulated below with full crew, provisions and all stores including lubricants The Chennai Port Trust will provide fuel (Low Sulphur High Flash High Speed Diesel) and Fresh Water for the operation of the High Speed Patrol Boat free of cost to the Contractor.

TECHNICAL SPECIFICATION OF THE HIGH SPEED PATROL BOAT

CHARTER OF PATROL BOAT OF 20 KNOTS SPEED REQUIRED UNDER ISPS CODE

Requirement : 1 No. High Speed Patrol Boat

The craft shall be available for 24 hours a day, 7 days a week and all the 365 days in the year without any holiday and shall normally operate within Port Limits.

The age of boats shall not be more than 8 (eight) years on the date of opening of tender.

The Patrol Boats shall be able to patrol Outer Anchorages and other Port areas, chase and intercept suspicious vessels/barges/fishing trawlers.

Specification for the Patrol boats(to operate within Port Limits)

1.1 HULL REQUIREMENTS:

- 1.1.1 Shall have Gun Mounting Facility at Forward; (As per CISF requirements);
- 1.1.2 Patrol boats to be registered under I.V. Act; or MS Act and classed by IACS member to ensure compliance of construction, strength, watertight integrity (Loadline), relevant Stability criteria for all weather operations with in the port limits;
- 1.1.3 Material shall be Steel / Aluminum / Fiberglass;
- 1.1.4 Heavy duty Rub Rail (Fendering) in the way of hull;
- 1.1.5 Grab / Safety Rails of Stainless Steel;
- 1.1.6 Side windows shall be sliding type and bulletproof / Shatter proof material;
- 1.1.7 Landing Space for Embarking and Disembarking;
- 1.1.8 One Anchor with appropriate securing / stowage arrangement
- 1.1.9 Preferably Power Mooring Winch facilities
- 1.1.10 Shall have Non Skid Deck;
- 1.1.11 Interior Pilot House and outer cabin shall have stainless steel rails;
- 1.1.12 Cleats / Bollard / Forward & Aft fairleads;
- 1.1.13 Towing Hook;

1.2. MACHINERY AND ELETRICAL REQUIREMENTS (AS PER CLASS REQUIREMENTS):

- 1.2.1 Designed speed shall be minimum 20.0 knots@ 90% MCR in fair weather and calm seas with 75% fuel and fresh water and full compliment;
- 1.2.2 Main propulsion power to achieve / Max. Speed at 90% MCR (Calm seas & no tide);
- 1.2.3 Steering Gear system (To meet class standard);
- 1.2.4 Diesel Generator set capable to provide power to all shipboard equipments and auxiliaries;
- 1.2.5 Adequate Air Ventilation shall be present as per Class requirements;
- 1.2.6 Twin Screw Diesel Engine stern drive to attain speed of at least 20 knots; (The Engine Power (BHP) may be decided by the Manufacturer);
- 1.2.7 Fuel Capacity commensurate to the required endurance

- 1.2.8 Power Steering (Preferably dual mode);
- 1.2.9 Automatic Bilge Pump with Float switches;
- 1.2.10 Emergency Lights with audible alarm;
- 1.2.11 High Intensity Search light; (As per class requirements);
- 1.2.12 Marine Battery Charger; (For charging the emergency batteries provided on board);
- 1.2.13 Shore Power Connection and Cable;
- 1.2.14 Engines fitted with flow meter for indicating the consumption of fuel; Console Mounted Dual Engines Remote Control;
- 1.2.15 220 volts /12 Volt DC Power System; (From mains for supply to the equipments and lights) as per class requirements;
- 1.2.16 Fuel gauge in the wheel house near steering position;
- 1.2.17 Air Conditioner;

1.3. LSA AND FFA REQUIREMENTS:

- 1.3.1 Life Saving Appliances (LSA) for 12 persons as per class requirements;
- 1.3.2 Fire Fighting Appliances (FFA) as per class requirements;
- 1.3.2 Aldis Lamp operating under mains and battery power;
- 1.3.3 Carrying Capacity shall be of 12 persons, including the crew members;

1.4 NAVIGATION EQUIPMENT REQUIREMENTS:

- 1.4.1 A portable Standard Magnetic Compass;
- 1.4.2 Charts and nautical publications corrected and updated for the area of operations;
- 1.4.3 Loud Hailer operated by battery power;
- 1.4.4 Amber flashing light;
- 1.4.5 Navigation lights as per COLREGS 72;
- 1.4.6 Fog Horn;
- 1.4.7 GPS;
- 1.4.8 Radar X-Band, PPI - 180 mm Diameter (min) with Range 24 Nm, capable for Day and Night vision;
- 1.4.9 Binoculars - 2 Nos, One with the capability of Night Vision;
- 1.4.10 Automatic identification System (AIS) transmitter and receiver of Type - A as IMO performance standard;
- 1.4.11 Draft to be between 0.6 meters not be more than 1.0 meters;

1.5 COMMUNICATION REQUIREMENTS

- 1.5.1 Very High Frequency (VHF) sets, which includes all marine channels, capable of operating under mains and on battery for the period of 6 hours - 2 Nos.;
- 1.5.2 Two (2) nos. of Portable VHF (Walkie Talkies) shall be present;
- 1.5.3 Emergency Position Indicating Radio Beacon (EPIRB);
- 1.5.4 VHF (Very High Frequency) DSC (Digital Selective Calling) alert required - 1 no.

1.6 MISCELLANEOUS REQUIREMENTS:

- 1.6.1 Appropriate seats and seating arrangement shall be provided for minimizing high speed impact;
- 1.6.2 Windshield Wipers;
- 1.6.3 Endurance for approximately 8 hour in the area of operation;
- 1.6.4 Carrying capacity 12 persons;(suitable accommodation for 4 crew members and 8 sitting passengers)
- 1.7 **Builder Certificate from class society, member of IACS;**
- 1.8 The Contractor shall ascertain that the High Speed Patrol Boat shall be operational for Port operations from the date and time of acceptance of the Patrol Boat by the Chennai Port Trust and the Charter Rate payment shall take effect from that time.
- 1.9 Chennai Port is carrying out Patrolling operations under ISPS Code, 24 Hrs. a day in 3 shifts and the High Speed Patrol Boat shall also be made available for all these 3 shifts

during the Charter period except allowed maintenance period allowable to them. The Shift timings are as follows:

1 st Shift	-	0600 Hrs.to 1400 Hrs.
2 nd Shift	-	1400 Hrs. to 2200 Hrs.
3 rd Shift	-	2200 Hrs. to 0600 Hrs of the following day.

- 1.10 The controlling officer of the High Speed Patrol Boat shall be the Deputy Conservator of Chennai Port Trust and the crew of the High Speed Patrol Boat shall comply with all instructions from the Deputy Conservator of the Chennai Port Trust and/or his representative.
- 1.11 The Contractor shall ensure that the Masters of the high speed boat report the readiness and availability of the boat to the signal station within 15 minutes at the beginning of every shift. The speed boat shall be utilized at least three times for patrolling the port limit including the Outer Anchorage up to Fisheries harbour in the Northern side and till the Coovum river mouth on the southern side in every shift for minimum of one hour for each round and also as and when instructed as required by the Controlling Officer or his authorized representative for patrolling / chasing of miscreants
- 1.12 The crew of the High Speed Patrol Boat shall take instructions regarding the patrolling operations from the Deputy Conservator or his representative/Inspector of Police, B6 Police Station / Inspector CISF.
- 1.13 All operational costs including wages (Minimum Wages Act or any other Act), allowance, victualing, insurance of Personnel, Hull and Machinery, Protection and Indemnity, Stores, lubricants and equipments will be borne by the Contractor. Repairs, survey and other requirements to keep the High Speed Patrol Boat operational will be to Contractor's account and during any absence of the High Speed Patrol Boat from duty or inability of High Speed Patrol Boat to perform for these or any other reasons, will result in non payment of hire charges, for the period High Speed Patrol Boat was not made available and penalty under Clause 16 of General Conditions of Contract(GCC) shall apply.
- 1.14 On the date of commencement of the service, the High Speed Patrol Boat shall have completed all the necessary surveys and be in possession of all valid certificates.
- 1.15 The Contractor will be responsible for any damage suffered due to failure of the High Speed Patrol Boat or errors of the High Speed Patrol Boat Master and crew or any reason whatsoever.
- 1.16 The Contractor shall be responsible for the injuries, loss of life to the Port/CISF/Police Personnel while carrying out the operation of the patrol boat. The Contractor shall also be responsible for the damage to the Port's property or to any third party. Any claims in this regard shall be to the Contractor's account.
- 1.17 The Chartering will be for a period of 5 (Five) years from the date of providing the High Speed Patrol Boat on charter by the Contractor to the Chennai Port Trust. If required, the Deputy Conservator shall issue orders in writing for extension of the Contract by another one year. The Trust will pay the charter rate at the original rate quoted by the Contractor for the extended period.
- 1.18 The High Speed Patrol Boat shall be available for the Port operations on all days of the year except for the allowed maintenance period of only 24 Hours in a month. The Tenderer shall be eligible for 12 days (i.e) 24 hours each month per boat as allowed maintenance period for one calendar year during the currency of the contract period. During the remaining period except those mentioned above, the High Speed Patrol Boat should be made available for Patrolling operations or other duties as directed by the Deputy Conservator, the Controlling Officer or his authorized representative. In case, the

existing boat is not available for more than 24 hours, the Contractor shall arrange for substitute boat of the same or better specification and caliber to carryout the operations for which also the Chennai port will pay the same chartered rate. In case of non-availability of high speed patrol boat or its substitute boat for port operation for more than 3 days and failure to provide high speed patrol boat or substitute boat within a period of 10 days, shall be considered as a default on the part of the contractor and the contract shall be liable for termination after 3 such defaults by the contractor. However if the speed boat or substitute boat are not made available for more than 30 days at any point of time, the contract will be liable for termination for which the condition of 3 defaults mentioned above will not be applicable.

The Contractor shall ensure that the Masters of high speed boat report the readiness and availability of the boat to the signal station within 15 minutes at the beginning of every shift. The speed boat shall be utilized at least three times for patrolling the port limit including the Outer Anchorage up to Fisheries harbour in the Northern side and till the Coovum river mouth on the southern side in every shift for minimum of one hour for each round and also as and when instructed as instructed by the Controlling Officer or his authorized representative to do patrolling / chasing of miscreants. The Chennai Port Trust will not make any additional payment even if the speed boat is used more than three rounds of patrolling or for any additional patrolling / chasing in each shift as required by the Chennai Port Trust and the Contractor will be paid only the daily chartered rate and the contractor shall not be paid any additional amount.

- 1.19 The Master and Engineer shall maintain deck and engine log book respectively and the same shall be submitted to the scrutiny of the Deputy Conservator or his authorized representatives, whenever requested. The Deck/Engine log books are required to be counter signed by the CISF/POLICE/PILOT/SIGNAL STATION STAFF/OTHER PORT USERS for every usage. The completed log abstract shall be sent to the Deputy Conservator's Office at the end of every month for checking by Officer designated by the Deputy Conservator. The Engine performance, fuel oil issue and consumption, maintenance details, Normal cruising / chasing Speed of the boat, repairs and all important events that are taking place shall be logged in chronological order in the log books.
- 1.20 The Contractor shall comply with Indian Merchant Shipping Act/IV Act, Indian Ports Act, Major Port Trusts Act, Harbour Craft Rules and Regulations of Chennai Port Trust and any other legislation related to operation of High Speed Patrol Boat in territorial waters.
- 1.21 The Contractor shall be solely responsible for reporting simultaneously to the Deputy Conservator and the Police Department immediately of any serious or fatal accidents on the High Speed Patrol Boat or at any place belonging to the Board including premises leased to or by the Board to any of his employees / workmen engaged by him. The Contractor shall indemnify the Chennai Port Trust against any claims or actions arising there from.
- 1.22 The Contractor has to pay the minimum wages as per Rules to the crew engaged by them. The Contractor has to take the insurance policy covering all type of risks of all employees, crew and vessel throughout the charter period including Hull and Machinery Policy.

The Contractor has to comply with the Contract Labour Act, Workman Compensation Act and shall follow the ESI and Provident Fund Rules for their personnel and documentary proof shall be produced to the Chennai Port Trust along with the monthly bill.

Failure to make payment of wages to the crew, Provident Fund, ESI and insurance premium for covering all types of risks by the Contractor, Chennai Port Trust will make the wage payment, premium payment, PF, ESI etc., and recover from the monthly bills payable to the Contractor. In the event of insufficient funds, Chennai Port Trust will be at liberty to encash the Performance Guarantee.

- 1.23 The Contractor shall carryout the works strictly in accordance with the contract to the satisfaction of the Controlling Officer i.e. the Deputy Conservator or his authorized representative of Chennai Port Trust and shall comply with and adhere strictly to his instructions and directions on any matter (whether mentioned in the contract or not) all within the Natural Capabilities of the High Speed Patrol Boat.
- 1.24 The Contractor shall not otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs or permit or suffer any such importation, sale, gift, barter or disposal by his agent or employees.
- 1.25 The Contractor shall not indulge in any smuggling or illegal activities, give, barter or otherwise dispose of to any person or persons any arms or ammunition of any kind or permit or offer the same as aforesaid.
- 1.26 Contractor shall at all times take all reasonable precautions to 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 neighbourhood of the work against the same.

In case, the Deputy Conservator receives complaints of indiscipline or refusal to carry out the orders of his authorized representative the same shall be viewed seriously and charter rate for the day shall be deducted as a penalty and for serious offences, the concerned personnel shall not be allowed to operate the high speed patrol boat and suitable replacement shall be arranged by the Contractor within 24 hours.If the offence is serious, Chennai Port shall inform to the concerned enforcing authorities.

- 1.27 The Contractor shall obtain necessary clearance, as required, from D.G.Shipping, Ministry of Shipping, Customs etc. for deploying the High Speed Patrol Boat for service in the port before High Speed Patrol Boat is put into service. *The boat shall be registered as per the statutory requirements of D.G.(Shipping) for such operations.*
- 1.28 The Successful Contractor has also to carry out all operations at the maximum capacity of the boats during emergency situation at no extra cost to Chennai Port Trust. The Penalty clause shall apply in case of failure of Contractor to fulfil such assignments.
- 1.29 Security of the craft, its appurtenances and crew will be the Contractor's responsibility.
- 1.30 On the date of commencement of the contract, high-speed patrol boat shall be staunch, strong, weather and watertight and shall have completed all the necessary surveys.

The contractor shall arrange for IRS/any IACS member, as third party for Survey, Inspection and trials including speed trials of the boat or the alternate boat offered to Chennai Port Trust at his cost. IRS/any IACS member as Third Party shall, inspect, survey, verify the certificates and certify that the speed and other specifications are as per tender specifications. The speed trials shall be carried out at Chennai Port with full manning crew and security personnel on board. The tenderer shall ensure that the boat under Class throughout the Contract period.

- 1.30 Deputy Conservator after scrutiny of certificates including Classification Society Certificate, Insurance, IRS/any IACS member inspection and trial reports and certification for conformity with the tender specifications and other documents may if necessary order for further survey / inspection / trials.
- 1.31 Boats should be able to manoeuver in any weather /sea condition with swell up to 2.5 to 3.0 Metres. The patrol boat should be able to operate at the speed of minimum 20 knots@90% MCR in fair weather conditions continuously. It shall be the responsibility of the Contractor to prove that the boat operates at 20 knots speed before commencing the contract and also whenever required to prove the speed during the currency of the contract

- 1.32 The patrol boat should be manned under (Merchant Shipping Act) Safe Manning Guidelines issued by DG (Shipping) vide MSL-1(2)/95-I dated 2May 2003 for harbour crafts and updated subsequently. The crew posted shall be able to converse in English on VHF and be capable of boarding ships in any weather by use of pilot ladder. The boat will also be capable of carrying 6 Security personnel of the Police / CISF apart from the crew. *The Ex-servicemen with experience in the operation of such boats are desirable for manning the boats.*
- 1.33 The boat shall be on 24 hours duty round the clock, 7 days a week, 365 days a year except the allowed maintenance period. There shall be no Holidays. The boats shall comply with all lawful instructions from the Port Facility Security Officer, i.e., the Deputy Conservator or any other Officer duly authorized by Port.
- 1.34 The Master and crew shall not conflict with the orders of Indian Navy or Coast Guard while on patrolling duty. The crew shall strictly comply with all Indian Penal/Customs/Immigration/Health Laws and the Chennai Port Regulations.

2. **ELIGIBILITY CRITERIA:**

- 2.1 An average annual financial turn over during the last 3 years, ending 31st March 2016, should be at least Rs.1,50,29,441/- The copies of audited Profit & Loss account and Balance sheet for the last three years viz., 2013-14, 2014-15,2015-16 shall be furnished.
- 2.2 Experience of having successfully completed Similar Works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-
- Three similar completed works costing not less than the amount equal to 40% of estimated cost Rs 2,00,39,254/- i.e. each work.(OR)
 - Two similar completed works costing not less than the amount equal to 50% of estimated cost i.e. Rs.2,50,49,068/- each work.(OR)
 - One similar completed works costing not less than the amount equal to 80% of estimated cost i.e. Rs.4,00,78,509 /- each work.

The Tenderers shall enclose copies of the Work Order for similar works, successful work completion certificate from clients indicating the date of completion, value of work done, work order reference & date.

Similar works means: *Similar works means chartering of vessels/manning and operation of Speed boat/ Pilot Launches/Tugs/Offshore vessels/ships.*

The details of the experience in similar type of tendered job shall be notarized and contain information with regards to period of contract, dates of commencement and completion, daily rate and value of contract.

2.3 *The tenderer should also submit documentary evidence relating to business registration/commencement.*

2.4 The technical specifications of the boats offered for charter should be as per the requirement given by Chennai Port Trust under Scope of Work – technical Specification of high Speed Patrol Boat. The boats offered shall be of the specifications given in the Scope of Work of the Tender. Those offers which do not meet the specifications mentioned in the tender document shall be rejected and the price bids of those tenderers will not be opened.

The following documents (notarized) shall be enclosed in Cover I .

- GA Plan
- Builder's Certificate

- c) Make model No., BHP, Fuel Oil consumption at 90% and 100% MCR of main engines and Auxiliary engine (supported by technical data sheet of the manufacturer or any other supporting document from the manufacturer).
- d) Copies of Registration Certificate, Certificate of Survey and Certificate of Class.
- e) Certificate from Class for speed of the launch.
- f) The proof of ownership of the boats offered and arrangements made for boats offered
- g) Name of the Partners/Directors indicating the responsibility and Copy of MOA & AOA of the company and other documents defining constitution, legal status, place of registration and principal place of business & business activities etc
- h) Power of Attorney ,on stamp paper in favour of person authorized to sign the tender document
- i) Technical Specification of the patrol boat of 20 knots speed being offered

2.6 AGE OF PATROL BOAT :

The age of the offered patrol boat should not be more than 8(eight) years as on the date of opening of the Tender ie, The year of built of the offered patrol boat should be on or after June 2009.

3. OWNERSHIP OF BOATS ON CHARTER

The tenderer shall own the boats offered for charter to the Trust or have the boats on hire /charter / sub-charter or in legal possession on Contractual obligation from owner/s on the date of submission of the tender and such arrangement shall be valid for the entire contract period and submit proof (notorised copies) for the same along with Tender documents contained in the Cover- I, Techno – Commercial Bid. *The tenderer's agreement with the boat builder may also be submitted as proof for ownership.*

The specifications of the boat are given in "Scope of Work" and the boats offered shall have these minimum requirements.

The agreement with owner or builder of the boats offered shall mention the details of specifications of the boat, charter/ delivery period, Classification Society approvals, Transshipment period, Inspection, Trials etc.,

The boats delivered for operation at the port shall be of the same Technical Specifications mentioned in tenderer's offer and no deviation in technical specification will be accepted.

4. OTHER CONDITIONS

- 1) The Tenderer whose contract had been terminated prior to the Contract period by the Chennai Port Trust earlier due to non-adhering of the contract terms and conditions of the contract will not be considered. The Firms who are having legal dispute with Chennai Port Trust will also not be considered for the Tender.
- 2) The Trust will provide tie up space for the patrol boat, if required. It is the responsibility of the contractor to provide security and safety.
- 3) The contractor shall also provide entry passes to their crew at his own cost.
- 4) The Contractor should keep one First Aid box with required medicines etc.,
- 5) The Contractor is advised to take necessary insurance at his own cost for his employees, materials and machineries etc.
- 6) The prices quoted under the Schedule-'A1' by the tenderer shall be firm till the completion of the contract. No increase in the price over and above the original rates quoted by the Tenderer in the contract will be considered throughout the contract period.
- 7) **3rd Party Inspection:** The boat offered shall be certified by a IRS/any IACS member before handing over to Chennai Port Trust for the purpose of its technical suitability for the use as patrol boat and required speed of 20 knots in fair-weather conditions. Also Contractor shall carryout the inspection from IRS/any IACS member or equivalent on every year for certification. The cost for the certification by IRS/any IACS member or equivalent shall be borne by the contractor.

**DEPUTY CONSERVATOR
CHENNAI PORT TRUST.**

NAME OF THE TENDER: E-TENDER FOR CHARTERING OF 20 KNOTS PATROL BOAT FOR A PERIOD OF 5 YEARS IN CHENNAI PORT TRUST”

PRICE SCHEDULE
SCHEDULE - A1

Sl No.	Description	Daily rate/Value (24 hrs) in Rs
1	(X) Chartering of 20 knot Patrol Boat for a period of 5 years in Chennai Port Trust” as per the Technical specification and Terms and Conditions	Rs.-----/-
2	(Y) Maximum Fuel Consumption (LSHFHSD) in litres per running hour for atleast 20 knots speed (for both main engines and auxiliaries together)	----- ltr/hr
	Daily Cost to Ch.P.T. for Chartering the Vessel = $X + [12xYxC]$ (for evaluation purpose) Where C = cost of fuel oil/ltr on the time of publishing of the Tender (IOC rate per litre high flash high speed diesel oil will be taken for calculation) Rs.57.30/- as on 05.06.2017 (Boat is assumed to run 12 hours daily on an average. Hence 12 hrs/day is taken for evaluation purpose)	
TOTAL DAILY COST CONSIDERED FOR EVALUATION		$X + [12xYxC]$ (auto calculation field)

SIGNATURE OF THE TENDERER WITH SEAL & DATE.

Note :-

- (i) The Tenderer can quote the rate taking into account the free supply of fuel ,Low Sulphur High Flash High Speed Diesel (for the declared fuel consumption rate) and Fresh Water by Chennai Port Trust.
- (ii) The rate quoted shall be inclusive of all the costs and expenditures, applicable taxes, levies, and duties etc., except service tax which shall be reimbursed on production of documentary evidence.
- (iii) Sl.No.2: Contractor shall declare the maximum fuel consumption of the patrol boat for minimum operational speed of 20 knots. It may be noted that Chennai Port Trust will recover cost of fuel (IOC prevailing rate plus 20% overhead) from Contractor’s bill if the fuel consumption of patrol boat exceeds the declared value as entered in Sl. No. 2.

NAME OF THE TENDER: E-TENDER FOR CHARTERING OF 20 KNOTS PATROL BOAT FOR A PERIOD OF 5 YEARS IN CHENNAI PORT TRUST”

SECTION – IV

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS AND INTERPRETATIONS :-

In the contract (as hereinafter) defined the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

- (a) **'BOARD'** means the Trustees of the Port of Chennai, a Body Corporate under Major Port Trusts Act of 1963 as amended from time to time.
- (b) **'CHAIRMAN'** means the Chairman of the Board of Trustees of the Port of Chennai
- (c) **'DEPUTY CONSERVATOR'** means the Deputy Conservator, the head of Marine Department of the Chennai Port Trust
- (d) **Controlling Officer** means Deputy Conservator of Chennai Port Trust or his authorized representative
- (e) **'ISPS'** means International Ship and Port Facility Security Code.
- (f) **THE CHENNAI PORT TRUST (CHARTERER of HIGH SPEED PATROL BOAT)** means Board of Trustees of Chennai Port Trust, a body corporate under the Major Port Trusts' Act 1963
- (g) **THE CONTRACTOR OR SUCCESSFUL TENDERER'** means the person or persons, firm, corporation, joint ventures or company whose tender has been accepted by the Chennai Port Trust
- (h) **CONTRACT'** means the Tender document which includes Instruction to Tenderers, General Conditions of Contract, Form of Tender, Charter Party Agreement, Technical Specification, Letter of Acceptance, Bank Guarantee in respect of satisfactory performance of contract, scope of work, schedules, queries raised by the tenderers before and during the pre bid meeting, written replies and any addendum/corrigendum thereto, the Tender Committee Meeting Minutes, Recommendation, related correspondences with the Tenderers and all correspondences leading to the award of contract should form part of the contract document. Any addendum thus issued to all the tenderers and answers to the queries raised during the pre bid meeting will form part of the Contract document
- (i) **APPROVED/APPROVAL'** means the approval in writing
- (j) **CHARTER'** means Supply, manning, patrolling operation and maintenance of the High Speed Patrol Boat for patrolling the port limits, Outer Anchorage and other areas as required by the Chennai Port Trust
- (k) **CHARTER PERIOD'** means *currency of contract period of 5 (five) years extendable by 1 (one) year at the discretion of the Chennai Port Trust* commencing from the date of acceptance of the High Speed Patrol Boat by the Chennai Port Trust on charter from the contractor as per the terms and conditions of contract
- (l) **CHARTER RATE'** means Charter Rate per day of 24 (twenty four) hours per boat quoted by the Tenderer, as per Schedule –XI for Supply, manning, operation and maintenance of High Speed Patrol Boat
- (m) **CHARTER PARTY AGREEMENT'** means agreement between the successful Tenderer/Tenderer and Chennai Port Trust for charter of High Speed Patrol Boat
- (n) **DOWN TIME'** means the time during which the chartered patrol boat are not available for Port operations due to any reasons

- (o) **SHIFT** means 8 Hours commencing from 0600 Hours to 1400 hours, 1400 hrs to 2200 hrs and 2200 hrs to 0600 hours of the next day
- (p) **IN WRITING** or **WRITTEN** means a letter handed over from the Charterer to the Successful Tender or vice versa, a registered letter, telex, tele-fax or other modern form of written communication

2. DELIVERY PERIOD:

Delivery period is 90 days from the date of receipt of the order. i.e, The offered patrol boat should be delivered and deployed for the patrol duty after completing all formalities of statutory authorities and requirement of Tender Conditions within a period of 90 days. Any delay occur in delivery & deployment of patrol boat will attract Liquidated Damages as mentioned in relevant Clause of the Tender

3. PERIOD OF CHARTERING :-

*The Tenderer shall provide and the Chennai Port Trust shall use the services of High Speed Patrol Boat **for a period of 5 (five) years** extendable by one year at the discretion of the Chennai Port Trust, if required with effect from the date of acceptance of the High Speed Patrol Boat by the Chennai Port Trust on charter from the contractor as per the terms and conditions of contract*

4. EXTENSION OF CONTRACT:

At the expiry of the contract period Chennai Port Trust reserves the right to extend the service for a further period of one year at the same rates and terms and conditions.

5. CHARTER RATE :-

The Tenderer shall quote the Charter Rates per day of 24 hours per patrol boat in Indian Currency only. The Charter Rate given in other currencies and in any other format by any tenderer shall be termed as Non-Responsive Offer and the offer will be rejected. The rate quoted by the tenderer shall be kept firm throughout the currency of the Contract period and no escalation in the charter rate shall be accepted.

The charter rate amount submitted by the Tenderer shall be gross rate after taking into consideration of Wages, Taxes (except Service tax), all payments on account of cost of spare parts for preventive maintenance, breakdown maintenance, lubricating oil, paint, other consumables, annual survey and special surveys and the ropes and tools for the patrolling and other operations. The Tenderer as the owner of the patrol boat shall bear all the costs of running the High Speed Patrol Boat for operation at Chennai Port Trust. The Chennai Port Trust will provide LSHFHSD, Low Sulphur High Flash High Speed Diesel (for the declared fuel consumption rate) and fresh water free of cost to the Tenderer for the operation of the patrol boats. But if the actual fuel consumption rate exceeds the declared fuel consumption rate, necessary deduction will be done from contractor's monthly bill for the excess fuel used at the current rate of Diesel Oil price of IOC with an additional overhead charge of 20% on Diesel Cost. The Chennai Port Trust shall also provide electricity free of cost, while the High Speed Patrol Boat is tied up at the Berth. The Tenderer shall take written permission from the Deputy Conservator and Chief Mechanical Engineer and shall erect necessary electrical accessories, breakers and cables at his own cost for availing shore connection at the allotted place.

Any changes in basic price/rate and taxes and duties in the inputs such as lube oil, spare parts, survey charges, paints, consumables, etc., to run the High Speed Patrol Boat shall also be to the account of the Tenderer. The Tenderer, while quoting the charter rate for the chartering period shall take all changes into consideration. The charter rate should be quoted for the entire chartering period and there shall not be any escalation in the quoted charter rate.

The Contractor shall be provided with space for tie up the boat and shall not be required to pay the berth hire charges. However, when the boats are tied up to carryout repairs for

a period exceeding thirty days, the Contractor is required to pay the berth hire charges to the Chennai Port Trust as per the Scale of rates.

The Contractor shall also be required to make payment for fuel and Electricity consumed by the boat, whenever the boat is not available for operation beyond the allowed maintenance period of 24 hours in a month.

6. SHIFT

The day means 24 hrs. of duration commencing from 0600 hrs to 0600 of the following day, which shall have following 3 shifts.

1 st Shift means	- 0600 Hrs. to 1400	Hrs.
2 nd Shift means	- 1400 Hrs. to 2200	Hrs.
3 rd Shift means	- 2200 Hrs. to 0600	Hrs. of the following day.

7. CHARTER PARTY AGREEMENT :-

The successful Tenderer shall execute the contract as described in the tender including any amendments or additions or alterations or changes thereto. *The Agreement shall be executed within 15 days from the date of issue of Letter of Intent awarding the contract*

8. CARE AND DILIGENCE :-

The Tenderer shall exercise all responsible care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to the Chennai Port Trust for the proper, efficient and effective carrying out of their duties.

9. The contract shall commence and terminate at Chennai Port Trust. "High Speed Patrol Boat" would be accepted by Chennai Port Trust on satisfactory trials by IRS/*any IACS member* at Chennai Port Trust.

10. AVAILABILITY :

- 10.1 The High Speed Patrol Boat shall be available for the Port operations on all days of the year. The Tenderer shall avail 1 day (24 hrs) each month for the maintenance as allowed maintenance period for which penalty will not be applied even though charter rate will not be payable for such non-available period. During the remaining period except those mentioned above, the High Speed Patrol Boat should be made available for Patrolling operations or other duties as directed by the Deputy Conservator, the Controlling Officer or his authorised representative. In case, the existing boat is not available for more than 24 hours for any reason, the Contractor shall arrange for substitute boats of same specification and caliber to carryout the operations for which also the Chennai port will pay the same chartered rate. In case of non-availability of high speed patrol boat or its substitute boat for port operation for more than 3 days and failure to provide high speed patrol boat or substitute boat within a period of 10 days, shall be considered as a default on the part of the contractor and the contract shall be liable for termination after 3 such defaults by the contractor. However if the speed boat or substitute boat is not made available for more than 30 days at any point of time, the contract shall be liable for termination for which the condition of 3 default mentioned above will not be applicable.
- 10.2 The Contractor shall ensure that the Master of high speed boat report the readiness and availability of the boat to the signal station within 15 minutes at the beginning of every shift. The speed boats shall be utilized at least three times for patrolling the port limit including the Outer Anchorage up to Fisheries harbour in the Northern side and till the Cooum river mouth on the southern side in every shift for minimum of one hour for each round and also as and when instructed as required by the Controlling Officer or his authorized representative to do patrolling / chasing of miscreants. The Chennai Port Trust will not make any additional payment even if the speed boat is used more than three rounds of patrolling or for any additional patrolling / chasing in

each shift as required by the Chennai Port Trust and the Contractor will be paid only the daily chartered rate and the contractor shall not be paid any additional amount

- 10.3 In the event of the Contractor's inability to supply the High Speed Patrol Boat after awarding of the contract or fails to turn up to sign the agreement or unable to render the services after signing the agreement before or after the commencement of the operations for whatsoever reason, Chennai Port Trust reserves the right to make its own arrangement to carryout patrolling operations and recover the costs incurred for such alternate arrangements from the Contractor in addition to other payments due under the Contract.
- 10.4 **ALLOWED MAINTENANCE PERIOD :**
The Tenderer shall be eligible for 24 hours allowed maintenance period in a month during the currency of contract. This maintenance period can be availed only with prior written approval of Deputy Conservator or his representative. Even though the contractor is permitted for carrying out maintenance/ repair for one day in a month with approval, Charter Rate will not be paid for this allowed maintenance period(if availed by the contractor) i.e., charter rate for the period of such non-availability of patrol boat will be deducted from the total monthly bill. But penalty clause will not be applicable during approved allowed maintenance period.
- 10.5 **TIE UP OF PATROL BOAT :**
As per Tender condition, the Speed boat is for patrolling operation. Speed boat should not be tied up without the instruction of CISF/Police. If any intimation from CISF/Police received about unauthorized tie up of speed boat, the tied up period will be considered as Out Commission period and no payment will be made and penalty will be imposed as per penalty clause.
- 10.5 In case of non-utilization of allowed maintenance period of 24 hours during the month, the Tenderer shall not be allowed to carry over the unutilized hours to subsequent months under any circumstances and irrespective of utilization of maintenance hours, the Tenderer shall always keep the high speed patrol boat fit and ready for use.
- 10.6 **BREAKDOWN MAINTENANCE :-**
- (a) The breakdown time of the speed boat shall commence, when the High Speed Patrol Boat fails to report for the patrolling operation, at the beginning of each shift or whenever the Signal Station or Officers-in-charge of patrolling operation makes requisition for the High Speed Patrol Boat and the Patrol Boat is not made available due to breakdown or for any other reasons. After the completion of the Breakdown maintenance, the Master/Engineer of the craft has to inform the readiness of the High Speed Patrol Boat to the Officer-in-charge/Signal Station. Thereafter, the breakdown period shall come to an end when the High Speed Patrol Boat is requisitioned by the Chennai Port Trust.
 - (b) For the breakdown period no payment shall be made to the Contractor and penalty clause will be applied for non-availability of the patrol boat.
 - (c) The records relating to Breakdown, High Speed Patrol Boats' Operation, Speed, Fuel oil issued and consumed, running hours, Maintenance Period and other statutory information shall be submitted to the designated Officer to look after the Port Operation of the Chartered High Speed Patrol Boat nominated by the Deputy Conservator. The designated officer shall scrutinize the logbook and shall certify the details of the operation.
 - (d) In case of detection of shortfall or misuse of fuel / water / electricity from the logbooks or during inspection by Trust officials, the cost of the same shall be recovered from the contractor with overhead charges. In case of serious cases, severe action shall be taken against those indulging in such activities.

10.7 CLASS MAINTENANCE :

The high speed patrol boat shall be built under Classification Society, who is a member of IACS and the tenderer shall maintain the Chartered high Speed Patrol Boat in its original Class during the entire contract period. The Tenderer shall also maintain the High Speed Patrol Boat in a staunch and seaworthy condition and undertake survey, dry docking, special surveys and other requirements in accordance with MS Act 1958 and other relevant rules as framed by Chennai Port Trust, agree to operate the High Speed Patrol Boat and to provide the Class Maintenance certificate (IRS/*any IACS member*) at the Tenderer's cost.

10.8 MANNING AND REGISTRATION :-

10.8.1 The high speed patrol boat shall be registered and manned as per the statutory requirements of D.G.(Shipping) for such operations.

The Patrol boats is required to be registered under I.V. Act; or MS Act and classed by IACS member to ensure compliance of construction, strength, watertight integrity (Loadline), relevant Stability criteria for all weather operations within the port limits;

10.8.2 The successful Tenderer is required to operate the High Speed Patrol Boat in accordance with the Class requirements and the Merchant Shipping Act/IV Act. The High Speed Patrol Boat is required to be manned as per latest circular issued by DG (Shipping) for safe manning guidelines under MS Act or other applicable guidelines of operation in port limits and only Indian Nationals will be allowed to work in the high speed boat. The Tenderer shall refer to the Merchant Shipping Act/DG Shipping for more information, if required.

10.8.3 The Contractor is required to obtain Security clearance from Police /CISF or from other appropriate authorities for all the crew proposed to be engaged for operating the high speed patrol boat and such security clearance shall be submitted to the Controlling officer before engagement of all or any of the crew members.

10.9 OTHER INSTRUCTIONS REGARDING OPERATION OF BOAT:

10.9.1 The High Speed Patrol Boat shall also be deployed for shipping work in the Chennai Port or to any places at sea for the purpose of search and rescue of passengers / crew of vessels in distress in the vicinity. The High Speed Patrol Boat shall also be made available for assisting towage of disabled vessels, salvage operations at the discretion of the Controlling Officer viz., the Deputy Conservator or the authorized representative of Chennai Port Trust.

10.9.2 The Contractor shall operate the High Speed Patrol Boat, as per the instructions of the Controlling Officer/Signal Station viz., The Deputy Conservator or his authorized representative of Chennai Port Trust. The contractor shall participate in mitigating any emergencies like fire, sinking, stranding, Towing, Pollution as per the natural capabilities and for any act directed by the Deputy Conservator (or) his authorized representative of Chennai Port Trust

10.9.3 The Contractor shall not have any direct dealing regarding scheduling of the High Speed Patrol Boat with any of the Steamer Agents / Ship Owners / Masters/ or their authorized representatives etc.

The Controlling Officer of the High Speed Patrol Boat shall be the Deputy Conservator of Chennai Port Trust and the crew of the High Speed Patrol Boat shall comply with all instructions from the Deputy Conservator of the Chennai Port Trust and/or his representative.

10.9.4 The Master of the high speed patrol boat shall send at 0600 hours every day to Signal Station a Daily Report giving details of patrolling carried out, in commission and out of commission periods of the patrol boat, the fuel consumption, the condition of main engines and other machineries running hours during each shift in the last 24 hours, ROB and significant events if any. The security agency using the launch shall sign the report in each shift with remarks regarding the condition of the launch, machineries and significant events and incidents if any.

10.9.5 In case, the Deputy Conservator receives complaints of indiscipline or refusal to carry out the orders of his authorized representative, the same shall be viewed seriously and charter rate for the day shall be deducted as a penalty and for serious offences, the concerned personnel shall not be allowed to operate the high speed patrol boat. The contractor shall arrange for suitable replacement within 24 hours failing which the contract will be terminated by the Chennai Port Trust.

10.9.6 If the offence is serious Chennai Port shall inform to the concerned enforcing authorities

11. CONTRACTOR'S SUPERINTENDENCE

(a) The Deputy Conservator reserves to himself the right to cancel the contract for unsatisfactory progress in the work at any stage.

(b) The Tenderer 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 Tenderer or a competent and authorised 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 authorised agent or representative shall receive on behalf of the Tenderer directions and instructions from the Deputy Conservator or Deputy Conservator's representative.

12. WORK TO BE TO THE SATISFACTION OF THE DEPUTY CONSERVATOR

The Tenderer shall execute, complete and maintain the works strictly in 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). The Tenderer shall take instructions and directions only from the Deputy Conservator or his representatives`

13. The Chennai Port Trust shall make monthly payment for the high speed patrol boat at the Charter rate for 1 no. boat per day of 24 hours quoted in Indian Rupees after adjusting the recoveries payable by the Contractor under the Agreement.

$$\left. \begin{array}{l} \text{Charter Rate for 1 no.,} \\ \text{Boat per month} \end{array} \right\} = (\text{Charter Rate for 1 no., boat per day} \times \text{No. of days in the month}) \text{ minus the recoveries like Statutory Recoveries, penalties, any dues to the port etc., payable by the Contractor under this agreement}$$

13.1 In case the recoveries like penalties, or any dues to the Chennai Port or any other taxes, levies payable to the Government are more than the monthly chartered amount, the balance shall be recovered from the next month chartered amount or any outstanding amount payable to the Contractor including EMD/SD and Bank guarantee.

13.2 The Contractor shall submit monthly Claim bill for the boat in the Trust format in duplicate to the Office of the Deputy Conservator. After scrutiny of the bill, the payment shall be made by ECS within 15 days from the date of submission of the bill subject to the Contractor submitting all the relevant documents for the purpose of scrutiny and certifying the bill. Though, all the efforts will be made to make the payment within the stipulated time, the Contractor is not entitled for any type of compensation if there is any delay in making payment to the Contractor.

13.3 The payment to the Contractor shall be made in Indian rupees by ECS and any payment to the Contractor shall be issued by Chennai Port Trust in the name of Partnership Firm/ Company/Joint Venture on whose name the contract was awarded

14. PAYMENT OF TAXES :-

14.1 GENERAL :-

The charter rate amount quoted shall be inclusive of all taxes (except Service tax) , duties, education Cess, surcharge, etc., payable by the Contractor to the State Government, Central Government and Local Authorities in connection with chartering of high speed patrol boat to Chennai Port. The deduction of tax at source if any, shall be made by the Port Trust and deposited with the tax authorities and required certificate to this effect shall be issued to the Contractor. The Contractor shall get assessed with the tax authorities and make claims, if any to the Income Tax Authorities directly and the Chennai Port Trust shall not be responsible for getting any refund of Tax Deducted at Source on the charter amount.

14.2 TAXES AND DUTIES:-

The charter rate quoted by the contractor shall exclude service tax. The contractor shall indicate the percentage of service tax, if applicable separately in the price schedule and produce documentary evidence like Service Tax Registration Certificate, VAT Registration Certificate, etc. The contractor shall claim the Service tax separately in the invoice so as to enable the Trust to reimburse the same at the applicable rates, as per the provisions of the relevant acts. The charter rate quoted shall be inclusive of all other taxes and duties, which shall be borne by the Contractor”.

The Contractor shall remit the Service Tax to the concerned authorities directly for the services provided to the Chennai Port Trust. The Contractor while submitting the claim for payment has to indicate the percentage of Service Tax claimed separately in the invoice, so as to ensure that the Trust pays these taxes as applicable as per the provision of the Service Tax Acts.

The Contractor has to produce documentary evidence for payment made towards Service Tax for the earlier payments, failing which the Service Tax component of the earlier payment with Penalty and Interest up to the date of remittance to the Tax authority by the Port shall be recovered from the subsequent bills and remitted to the Tax Authority by the Port Trust. However, in case of last stage payment, if the Successful Contractor fails to produce the documentary evidence within a month of receiving the payment, the Service Tax amount shall be recovered from the Performance Guarantee and remitted to the Tax Authority with Penalty and Interest as per the Rule.

14.3 CUSTOMS DUTY :-

The Contractor shall pay the Customs Duty and other taxes/levies that may be applicable whenever the Contractor is importing machinery/parts for the High Speed Patrol Boat during the currency of the contract. The High Speed Patrol Boat may also be subjected to Custom’s Inspection, if found necessary. The Custom duty and other taxes under this clause shall not be reimbursed by the Port Trust. It shall be borne by the Contractor.

14.4 DEDUCTION OF TAXES & LEVIES AT SOURCE :-

The Chennai Port Trust shall deduct the Tax & Levies including Income Tax at source as per the Law applicable to the Contractor.

14.5 LIEN :-

The Chennai Port Trust shall have a lien on and over all of any money that may become due and payable to the Contractor under this contract or any other contract or from any amount lying with them or under their control and in respect of any debt or sum that may become due and payable by the Chennai Port Trust to the

Contractor either alone or jointly with another or other and either under this contract or under any other contracts or transaction of any nature whatsoever between the Chennai Port Trust and the Contractor.

15. **PERFORMANCE GUARANTEE :-**

The successful Tenderer shall furnish an unconditional and irrevocable Bank Guarantee valid for a period of 60 months prior to signing the agreement ie, within 15 days from the date of issue of LOI for an amount equivalent to 10% of Annual Contract Value of boat with 3 months claim period (after the expiry of contract period) from any Indian Nationalised bank / Scheduled bank enforceable and encashable at Chennai. The Chennai Port Trust will have unconditional option under the Guarantee to invoke the said Bank Guarantee and to claim the amount from the Bank. The Bank shall be obliged to make payment to the Chennai Port Trust upon mere demand without any demur. The Bank Guarantee shall be furnished in the format enclosed to the Tender Document. In the case of extension of contract beyond 60 months the contractor is required to extend the validity of the performance bank guarantee suitably as required by the Chennai Port Trust. The Successful Tenderer shall not be permitted to sign the agreement without submitting the performance guarantee.

16. **PENALTY:-**

16.1 Penalty Clause will be operative, if the High Speed Patrol Boat remains non-operational due to breakdown or for any other reason or the operator takes more Down Time beyond the allowed maintenance period (with prior approval) as specified in this Tender Document and fail to provide a substitute High Speed Patrol Boat as per Clause 1.18 of Schedule A (Technical & Commercial Conditions) and/or the Contractor refuses to do the Port operation as per the directions of the Deputy Port Conservator or his authorized representative for any reasons. In addition to the non-payment of charter rate for the period of non-availability of the boats (beyond approved maintenance period of 1 day in a month), penalty will be applied as below:

Upto 10 days : 50% of charter rate per day or part thereof

From 10 days to 20 days : 75% of charter rate per day or part thereof

From 20 days to 30 days : 100% charter rate per day or part thereof

Above 30 days : Trust reserves the right to cancel the order and forfeit the Performance Security Deposit

Contractor shall pay the penalty amount or the amount will be adjusted from the monthly payment or from any amount due to him or from the Performance Guarantee.

It may be noted that Penalty Clause will not be applicable for availed Approved maintenance period of maximum 1 day (24 hrs) in a month and non-payment of Charter rate only will be applicable during approved maintenance period.

16.2 In case of non-availability of High Speed Patrol Boat or its substitute under relevant clause of the Tender Document for Port operation after 30 days, the Contract will be liable for termination.

16.3 The Chennai Port Trust reserves the right to check the speed of the High Speed Patrol Boat at its discretion at any time during the currency of the contract. Regular speed check will be carried out in the first week of every month by an Officer authorized by Deputy Conservator and the speed will be recorded. In case the speed of High Speed Patrol Boat falls below the 20 knots speed, the Chennai Port Trust reserves the right to impose the penalty per day or part thereof on pro-rata basis, equivalent to 5% of the per day charter rate for every short fall of 1 knot speed till the speed is made up to 20 knots & proved through another speed trial test in

presence of CH.P.T. Officials. However if the speed of the patrol boat is found less than 15 knots, Chennai port Trust reserves the right to terminate the contract.

6. ASSIGNMENT AND SUB-LETTING

The Tenderer shall not assign the contract or any part thereof or any benefit or interest therein or there under without the written consent of the Board. The Tenderer shall not sublet the whole of the works. The Tenderer shall not sublet any part of the works without the written consent of the Board and such consent if given shall not relieve the Tenderer of any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any Sub-Tenderer and his agents, servants or workmen as if they were the acts, defaults, or neglects of the Tenderer, his agents, servants or workmen provided always that the provision of labour on a piece work basis shall not be deemed to be a subletting of assignment of benefit or interest under this clause.

7. The Tenderer shall be solely responsible for any accident, damage or injury caused to any of his employees or the Board's employees in the execution of the works and shall hold the Board blameless in respect thereof and also in respect of any claims made by any person in the employment of the Tenderer for any reason whatsoever.

8. (a) The Tenderer shall be responsible for all structural or decorative damage to Board's or his own property and injury caused by the works or workmen in his employment to persons, animals or things and shall indemnify the Board against any claims or actions arising there from. He shall also be responsible for any injuries or damage caused to the works by inclemency of weather outbreak of fire and shall rectify at his own cost all such damage and thoroughly complete the works.

(b) The Tenderer shall be solely responsible for reporting the Board and Police Department immediately any serious or fatal accidents at any place belonging to the Board including premises leased to the Board to any of his employees/ workmen engaged by him.

9. The Tenderer shall not house any of his workmen at or near the site. He shall not construct any structure even of a temporary nature for any other purpose on Board's premises except with the written permission of the Chief Mechanical Engineer and any such construction so put up shall be removed by the Tenderer whenever Deputy Conservator calls upon the Tenderer to remove.

10. The Tenderer shall not operate the workshop at the site for the purpose of this contract Deputy Conservator's decision shall be final on any request or demand by Contractor with regard to this contract execution.

11. Measurements taken by the person authorised by the Deputy Conservator will be binding on the Tenderer who will always be given the opportunity of witnessing the measurements. The contractor should submit a bill in the Trust's prescribed billing format.

12. PAYMENT TERMS:

Payment will be made once in a month on submission of all required documents signed & accepted by the Dept along with bill in the prescribed format after deducting Income Tax, penal charges, ESI charges and other applicable deduction if any from the monthly bill and will be processed and certified by the Dept after due verification.

The contractor shall submit the required details (with copies of documents) along with the monthly bill for filling up the checklist for Bill payment for approval and recommendation of payment. The Check list prescribed for Bill Payment is enclosed as appendix –XVII. Contractor shall ensure that all required details mentioned in the Check List can be provided readily along with the monthly bill for on time payment of his bills.

To make payment through ECS, contractor shall furnish the following: Name of the Bank and Branch details ,Account Number, Type of Account, IFSC No, and MICR Number, CST / VAT Number, PAN Number, ST Regn. No. & ESI Regn. No. Aadhar details.

13. TAXES AND DUTIES

All prices shall be firm inclusive of taxes and duties except Service tax. Service tax on applicable rate will be paid by Chennai Port Trust on production of necessary documents.

14. Any penal interest, penalty or fine payable / paid by the contractor to the Tax Authorities on the Taxes & duties shall not be paid / reimbursed by the Trust under any circumstances.

15. In the event of the death, insanity or insolvency of the Tenderer or in the case of the Tenderer being a partnership on a dissolution of the firm of Tenderer or in the case of the Tenderer being a company governed by Companies' Act 1956, the winding up of the company the contract shall be terminated on the happening of the event above said and all accepted and acceptable work shall be measured up and paid for, to the person or persons legally entitled to receive payment for work done and on his or their executing a bond indemnifying the Board against all claims that may be made in respect of payments made by the Board by persons claiming from the Tenderer or others, in respect of work done by the Tenderer prior to the termination of the contract.

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

17. (i) If the Tenderer claims that the decisions or the instructions of the Deputy Conservator are unjustified and that accordingly he is entitled to extra payments on account thereof, he shall forthwith notify this to the Deputy Conservator to record his decisions and the reasons therefore in writing and shall within two weeks state his claims in writing to the Deputy Conservator thereafter. The Deputy Conservator shall thereafter within four weeks of the receipt of the claim reply negotiations or discussions immediately thereafter within a further four weeks, the question of liability for such payments will be treated as one of disputes.

(ii) In the Contract whenever there is a discretion or exercise or will by the Deputy Conservator during the progress of work, the mode or manner of the exercise or discretion shall not be a matter of legal adjudication.

(iii) Wherever the Board is given discretion to do any act under the contract, the exercise of the discretion by the Board shall be final, conclusive and binding on all parties and the manner of exercise of such discretion shall not be called in question and the matter cannot be referred to court of law.

(iv) The decision of the Deputy Conservator shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship or material used on the work or any matter arising out of or relating to the specifications, designs and drawings and instructions concerning the works or the execution of or failure to execute the same arising during the course of works. The above shall not be the subject or Legal adjudication and in no case shall the work be stopped consequent on such a dispute arising and the work shall also be carried out by the Tenderer strictly in accordance with the instructions of the Deputy Conservator.

(v) Any litigation arising out of this agreement, shall only be adjudicated before the competent court of law within the jurisdiction of the Hon'ble High Court of Madras.

18. REMOVAL OF WORKMEN

The Tenderer shall employ in and about the execution of the works only such persons as are careful, skilled, experienced & possessing mandatory certificate for the work/position he occupies and callings to the approval of the Deputy Conservator. The Deputy Conservator

shall be at liberty to object to and require the Tenderer to remove from the works any persons employed by the Tenderer in or about the execution of the works who in the opinion of the Deputy Conservator, misconducts himself or incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the works without the written permission of the Deputy Conservator.

19. (i) The Tenderer shall confirm to and comply with the regulations and byelaws of the MS act, DG Shipping, State or Central Government or of the Board and of all other local authorities such as Corporation of Madras, the Tamil Nadu Electricity System, the Chief Electrical Inspector to the Government of Tamil Nadu, the Government Customs and Police Departments, Fire Services, the provisions contained in the various Labour Acts enacted by the State Legislature and Central Parliament in force and the rules made thereunder including those under Minimum Wages Act, Factories Act, the Indian Electricity Act and rules framed under it, Workmen Compensation Act, Provident Fund Regulations Act, Employees Provident Fund Act, 1961 and scheme made under the said Act, Health and Sanitary arrangements for workers etc. and Contract Labour (Regulation and Abolition) Act, 1970 and the Contract (Regulation and Abolition) Central Rules, 1971 etc. for welfare and protection of works, workers or for the safety of the public and other insurance provisions.
- (ii) The Board shall not be liable for the failure of the contractor in confirming to the provision of the Acts, Rules and regulations etc., referred to in the above para and in case of any contravention of the provisions of the Acts, Rules regulations etc. the contractor shall keep the Board indemnified against any loss, cost and damage in the event of any action being taken for contravention.
- (iii) If any enhancement in the rates of wages becomes payable as a result of the implementation of the Chief Labour Commissioner's interpretation of the Contract Labour (Regulation and Abolition) Central Rules, 1971 upto and including any increase of wages shall be borne by the Tenderer

20. ESI CLAUSE:

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

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

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

(c) In case the contractor employs less than 20 employees, the list of employees' names, their father's name, identification proof, one passport photo shall be submitted to the Port Trust. The contribution of ESI amount, both Employers share of 4.75% and Employees

contribution of 1.75% (recovered from Employees salary), totally 6.5% shall be paid by the Contractor in the Chennai Port Trust Code on or before 21st of the following month to which the salary relates or otherwise payment to the contractor will be withheld. If the contractor fails to comply with the above instruction, then the Principal Employer (Chennai Port Trust) will make payment to the ESI Corporation. Such amount will be deducted from any amount due to the contractor. The delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue.

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

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

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

iv) The Tenderer shall submit his first bill together with evidence of having obtained registration under ESI regulations and only then the bill will be processed for payment. Subsequently, the Tenderer should periodically submit to Chennai Port the Form 6 prescribed under ESI Regulations along with the proof for having remitted his dues under ESI Regulations in respect of the workers / labours employed for the work awarded by Chennai Port to facilitate making payment for the bills of the Contractor.

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

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

21. Insurance

The Tenderer advised to take necessary insurance at his cost for his employees and machineries for the entire period of contract & same shall be submitted to the trust.

22. 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.

III If the Chennai Port Trust does not require the services of the patrol boat, the Chennai Port Trust shall give one month's notice to the Contractor and fore close the contract. During this one-month notice period, the Chennai Port Trust shall use the patrol boat and pay the same Charter Rate.

23. The Deputy Conservator reserves to himself the right to alter the specification or design of the works at any stage of the work and also to make additions or omissions or alterations

24. FURTHER INSTRUCTIONS

In these conditions unless there is something in this subject or context

inconsistent therewith words importing the singular shall include the plural and vice versa words importing the masculine gender shall include feminine and words importing persons shall include bodies corporate.

25. The technical specification – “Schedule-A” and Price Schedule – A1” to be read in conjunction to make sure of the supply and works involved.
26. The contractor is required to offer rates as per Trust’s format “Schedule- A1” without fail and mention taxes and duties.
27. The contractor is advised to visit the site.
28. The Trust will not be responsible for any loss or damage of Men/materials/plants engaged during the work.
29. Contractor shall not engage any person as crew/employee of below 18 years age. The manning of the patrol boat should be as per the minimum manning guidelines/rules of DG Shipping for its intended operation. The crew should be in neat & clean Uniform/Boiler Suit and they should obey the orders of signal station and other officers/pilots of Chennai Port trust or CISF personnel engaged for patrolling duty without any hesitance. Any kind of misbehaviour in the part of crew will be taken as seriously and letter will be issued to the contractor about such incidents for which contractor should take immediate remedial action of replacing the erring crew member.
30. The tenderer shall nominate one management level person as Designated Person of the Company to Chennai Port during the Contract period to co-ordinate with Marine Dept officials for maintenance of necessary records and monthly payment. Maintenance of necessary records such as logbook, Diesel Oil register, Log abstract etc., shall be the responsibility of Contractor and to be presented to Chennai Port trust periodically for verification.
31. The tenderer shall provide patrol boat with crew for 24 hrs operation and as per Labour Act / DG shipping regulations during the contract period.
32. The Exhaust of the patrol boat shall be fitted with ‘Spark Arrester’ for the safety reason to enter into the Oil Dock area.
33. The Operation of Patrol Boat shall be as per the instructions of the officials of Signal Station of the Marine Dept unless specific instructions are given by Deputy Conservator.
34. The frequent change of crew should be restricted and except in emergency case, the change of crew should be with prior notice to Deputy Conservator or his representative.
35. The charges for insurance, Road tax, fuel, oil, repairs, crew salary, maintenance, spares, servicing etc,. are to be fully borne by the contractor.
36. It is the responsibility of the contractor to provide security and other repairing facilities for the patrol boat at all times.
37. The contractor should keep one First Aid Box with required medicines etc,.
38. The Tenderer shall not otherwise than in accordance with the Statutes, ordinances and Government Regulations or Orders for the time being in force import, sell, give, give barter or otherwise dispose of any alcoholic liquor or drugs or permit or suffer any such importation, sale gift barter or disposal by his agent or employees.
39. **AMENDMENT TO TRUST TENDER DOCUMENT :**

The Trust may for any reason and at any time prior to the deadline for submission of tender, whether at its own initiative or in response to clarifications requested by the Tenderer, modify the Trust Tender Document by the issuance of Addendum.

The Tenderers will have to regularly check the Trust’s website www.chennaiport.gov.in and CPP Portal www.eprocure.gov.in for any addendum published. The Trust will not be held responsible if the tenderers have not read the addendum published.

In order to offer reasonable time for the prospective Tenderer to take an Addendum into account, or for any other reason, the Chennai Port Trust may, at its discretion, extend the Tender due date, if considered necessary.

Any Addendum thus issued to all the Tenderers and Tender Committee Meeting shall form part and parcel of the Agreement

40. FORCE MAJEURE:

The contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its obligations under the contract is the result of an event of Force Majeure.

For purpose of this clause, “ Force Majeure” means an event or situation beyond the control of the contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the contractor. Such events may include, but not be limited to, acts of the Trust in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the contractor shall promptly notify the Trust in writing of such condition and the cause thereof. Unless otherwise directed by the Trust in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practice, and shall seek all reasonable alternative means for performance not prevented by the Force majeure event

41. TERMINATION:

- a) The employer, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, may terminate the contract in whole.
 - i) If the contractor fails to deliver the patrol boat as specified in the contract, or with in any extension thereof granted by the Employer.
 - ii) If the contractor fails to perform any other obligation under the contract (or)
 - iii) If the contractor, in the judgement of the Employer has engaged in fraud and corruption.
- b) In the event the Employer terminates the Contract in whole or in part, the Employer may procure, upon such terms and in such manner as it deems appropriate, goods or related services similar to those undelivered or not performed, and the contractor shall be liable to the Employer for any additional cost for such similar goods or related services. However, the contractor shall continue performance of the contract to the extent not terminate. In such termination Security deposit will be forfeited and the firm will be blacklisted and not allowed to participate in future tenders for a specific period as decided by Deputy Conservator.

DEPUTY CONSERVATOR

e-TENDER FOR CHARTERING OF 1 No. 20 KNOTS PATROL BOAT FOR A PERIOD OF 5 YEARS IN CHENNAI PORT TRUST.

SECTION – III
SPECIAL CONDITIONS OF CONTRACT (SCC)

1. The Tenderer shall examine carefully the General Rules and Directions, General and Special Conditions of Contract, Technical Specifications and Drawing and Shall inspect the site to acquaint himself with the nature of work local working conditions etc., for the purpose of making his offer on his own responsibility.
2. It shall be open to the Deputy Conservator to nominate one or more of his representatives to supervise the work and to satisfy about the quality of materials and workmanship as required by the relevant regulation and as mentioned in technical specifications. The decision of the Deputy Conservator shall be final as regards the quality of materials and workmanship shall be binding on the contractor.
3. The prices shall be firm and not subject to fluctuation at any stage till the completion of the contract. The prices shall be quoted in the online mode only.
4. The Tenderer shall clarify the items that does not include in the tender during pre-bid meeting.
5. The Tenderer shall seek clarification during pre-bid meeting for any items which have not been specifically mentioned in the specification but which are found necessary for completion, efficient installation and operation.
6. The tender shall be accompanied by sufficient details included in the offer with catalogue and sketches wherever necessary for comprehensive assessment of its merits and performance.
7. It will be entirely the Tenderer's responsibility to take required steps to adequately safeguard the personnel carrying out the work and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured.
8. All materials and components included in the contract shall conform to the relevant Indian Standard Specification wherever they exist.
9. The decision of the Deputy Conservator or his representative regarding the quality of the work will be final and binding on the Tenderer. The Tenderer shall remove from the site of work any leftover material/consumables/spares used for repair/maintenance/operation of patrol boat at his own cost as soon as he is ordered to do so, failing which the Deputy Conservator or his representative shall remove such material from the site of work and shall deduct the cost incurred by such removal by the Board from any money due to the Tenderer.
10. The Tenderer shall co-ordinate his work with that of other Tenderers executing other works in the site and plan his work as to minimise inconvenience to others in the work site.
11. The watch and ward and storage of materials will be Tenderer's responsibility and the Board shall not be held responsible for any loss of the material.
12. The Tenderer shall be deemed to have satisfied himself before submitting the tender as to the correctness and sufficiency of his tender for the work and of his price stated in the schedule as to cover his entire obligation under the contract for completion of the work.
13. For Harbour entry pass and direction to site of work for inspection for the purpose of making the offer, the Tenderer shall contact the "Dock Master-1,6th floor of the Centenary Building, Chennai Port Trust.

SCHEDULE OF GENERAL PARTICULARS OF TENDERER.

1. Name of Tenderer.
2. Address of Tenderer.
3. Telegraphic/Telex/Fax Code/E-mail ID of Tenderer.
4. Name and designation of the contact person of the Tenderer
to whom all reference shall be made for expeditious Technical Co- ordination.
5. Infrastructure facilities available.
6. Service facilities available.
7. Availability of spare parts.
8. Tenderer's proposal reference and Date.
9. Tenderer's validity period (to be specified clearly)
10. Whether Earnest Money as desired deposited.
11. Are all Technical details called for and price as called for in
schedule filled up.
12. Whether the Completion Report from user of previous orders enclosed for Eligibility Criteria.
13. Bank details.

Signature & Date

Name:

Designation:

TENDER FORM

Note: Tenderer are required to fill up all the blank spaces in this tender form.

Deputy Conservator,
Chennai Port Trust,
Chennai – 600 001.

1. Having examined the Instructions to Tenderers, Conditions of contract, Specifications and schedules attached to the Tender for the **e-Tender for Chartering 20 Knots Patrol Boat for A period of 5 years in Chennai Port Trust**” in conformity with said conditions of contract, specifications, etc. at rates for chartering as prescribed in the schedule A1 price schedule attached herewith.
2. We further undertake, if our tender is accepted, we will deposit the Performance Security/Guarentee deposit as said forth in the Instructions to Tenderer, Clause 10 and direction for the guidance of the tender document.
3. We further undertake, if our tender is accepted to enter into and execute within 15 days from the date of receipt of Order for execution of the agreement on being called upon to do so, an agreement in the form annexed and the conditions of contract with any modifications as agreed upon.
4. 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 or 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”.
5. Unless and until a formal agreement is prepared and executed the firm’s Minutes of Tender Committee Meeting, Correspondence on clarification & Trust Letter of Intent will form legal binding on the Tenderer.
6. We agree to abide by this tender for the period of 180 days from the date fixed for receiving the same.
7. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of failing to deposit the Performance Security/Guarantee in such form as contained in the Instructions to Tenderer, clause 10 or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 15 days from the date of receipt of order or to commence the work/operation within 90 days, the deposit of the Earnest Money/Performance Gurantee shall stand forfeited to the Trust.
8. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated the day of in the capacity ofduly authorized to sign tender for and on behalf of

(IN BLOCK CAPITALS)

Signature and Office Seal
of the Tenderer

Witness Address.

1.

2.

FORMAT FOR POWER OF ATTORNEY

Dated: _____

POWER OF ATTORNEY

To Whomsoever It May Concern

Mr. _____ (Name of the Person(s)), domiciled at _____
(Address), acting as _____ (Designation and name of the firm), and whose
signature is attested below, is hereby authorized on behalf of _____ (Name of
the Tenderer) to provide information and respond to enquiries etc. as may be required by
the Port Trust or any governmental authority for the (project title) _____ and is
hereby further authorized to sign and file relevant documents in respect of the above.

(Attested signature of Mr. _____)

For _____ (Name of the Tenderer)

For _____ (Name of the Tenderer)

FORM OF AGREEMENT

MEMORANDUM OF AGREEMENT MADE THIS _____ day of Two Thousand and Seventeen at Chennai between the Board of Trustees of the Port of Chennai (a body corporate under Major Port Trusts' Act, 1963 as amended from time to time) hereinafter called the 'BOARD' of the ONE PART and Messrs _____ hereinafter called the ' Contractor' on the OTHER PART.

WHEREAS the Board is desirous for CHARTERING OF 20 KNOTS PATROL BOAT FOR A PERIOD OF 5 YEARS IN CHENNAI PORT TRUST” and has drawn up, a schedule of specification Schedule 'A', Schedule of quantities and prices – Schedule A1, Schedule of Special Conditions - Schedule 'B' and a schedule of General Conditions of TENDER - Schedule 'C' and whereas the Contractor has agreed to supply, maintenance and operation of 1 No. foam cum water tender referred to in Schedule 'A' at the rates noted in Schedule 'A1' therein and subject to the Schedule of Special Conditions of supply Schedule – B and a Schedule of General Conditions of TENDER Schedule 'C' herein referred to as the "said conditions" and as security for the due fulfilment of all conditions of this TENDER, the Contractor has deposited a sum of Rs. _____ /- (Rupees _____ only) towards Security Deposit.

NOW it is hereby agreed as follows:

1. In consideration of the sum to be paid at the time and in the manner set-forth in the said conditions the Contractor will upon and subject to the said conditions supply, maintenance and operation described in Schedule 'A' with such variations as provided for in the said conditions.
2. The said conditions shall be read and construed as forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively.
3. The Contractor hereby covenants with the Board of “CHARTERING OF 20 KNOTS PATROL BOAT FOR A PERIOD OF 5 YEARS IN CHENNAI PORT TRUST” and maintain the Works in conformity in all respects with the provision of the agreement.
4. The Board hereby covenants to pay the Contractor in consideration of such, “CHARTERING OF 20 KNOTS PATROL BOAT FOR A PERIOD OF 5 YEARS IN CHENNAI PORT TRUST” the Contract Price at the times and in the manner prescribed by the contract.

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

The common seal of the Board Trustees of the Port of Chennai represented by its Chairman was hereunto affixed and
Shri
Deputy Conservator
thereof has hereunto set his
Hand in the presence of

DEPUTY CONSERVATOR.

The signature is made on behalf of and by authority from the Chairman of the Board of Trustees of the Port of Chennai, under Section 34(i) of the Major Port Trusts Act, 1963.

1.

Signed and sealed by the Contractor in the presence of

1.

2.

TENDERER.

FORMAT OF THE COVERING LETTER

(To be submitted by the Tenderer)

Date

The Chairman,
Chennai Port Trust,
No.1, Rajaji Salai,
Chennai – 600 001

Dear Sir,

Sub: Tender for Chartering of 20 knot Patrol Boat to Chennai Port Trust for a period of Five years extendable upto One year – Reg.

Please find enclosed our proposal in respect of the tender for Chartering 20 knot speed Patrol Boat to Chennai Port Trust for a period of five years extendable upto one year in response to the Tender issued by the Chennai Port Trust (Ch.P.T.).

We hereby confirm the following:

- 1) The proposal is being submitted by------(Name of the Applicant), in accordance with the conditions stipulated in the tender documents.
- 2) As the Qualified Applicant(Name of firm), we hereby confirm that as an Qualified Applicant invited to submit our proposal in response to the tender documents issued to us, there has been no change in the roles, stakes of our Promoters/and/or and their Promoters, as were originally evaluated in course of the tender process.
- 3) We have examined in detail and have understood the terms and conditions stipulated in the tender document issued by Ch.P.T. and in any subsequent communication sent by ChPT. We agree and undertake to abide by all these terms and conditions. Our proposal is consistent with all the requirements of submission as stated in the tender document or in any of the subsequent communications from ChPT.
- 4) We confirm to provide on charter High speed Patrol Boat for carrying out patrolling operations and for security operations of the Port and for other requirements of the Chennai Port Trust.
- 5) We confirm that there are no conditions in our financial proposal and our Financial Proposal is unconditional and submitted in a separated sealed envelope.
- 6) We confirm that while quoting the charter rate we have taken into consideration the supply of fuel and water at free of cost for the boats chartered by the Port and we have also taken into consideration the changes which may occur in the manning, running and operational costs.
- 7) We hereby confirm that there shall not be any escalation in the charter rate quoted during the entire charter period.

- 8) The information submitted in our tender is completed, is strictly as per the requirements as stipulated in the tender document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our tender.
- 9) We confirm that we have studied the provisions of relevant Indian laws and regulations, Guidelines and Chennai Port Trust's Scale of Rates and statement of conditions thereof as amended from time to time to enable us to prepare this proposal and as required to charter High Speed Patrol Boat to Chennai Port Trust, in the event that we are the successful tenderer.
- 10) We confirm that all the terms and conditions of the proposal are firm and valid for acceptance for a period of 180 days from the last Due Date for the submission of this proposal.

For and on behalf of

Signature

(Authorised Representative and Signature)

Name of Person

Designation

FORM OF PERFORMANCE GUARANTEE

THIS GUARANTEE dated, [] day of [], 2017 ("the Guarantee") is issued by [], a banking company incorporated under the laws of [] and having its registered office/ [principal place of business] at [] (hereinafter referred to as "the Guarantor" which expression includes its successors and assigns) for the benefit of and in favour of Chennai Port Trust, a body corporate incorporated under the Major Port Trusts Act, 1963 with its office at Chennai (hereinafter referred to as "the Trust", which expression includes its successors and assigns).

WHEREAS:

----- a company incorporated and registered in India under the Companies Act, 1956 and having its registered office at _____, hereinafter referred to as the Contractor, (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns), has successfully bid and has been selected as prospective Contractor for providing a high speed patrol boat on charter to the Chennai Port Trust.

The Trust and the Contractor have entered into the Agreement dated [] (hereinafter referred to as "the Agreement" as may be amended, modified and novated from time to time) pursuant to which the Contractor has agreed to provide a high speed patrol boat on charter to the Chennai Port Trust in accordance with the terms of the Agreement.

Pursuant to Performance Guarantee Clause, the Contractor has undertaken to furnish to the Trust an irrevocable and unconditional bank guarantee as security for providing a high speed patrol boat on charter to the Chennai Port Trust as per the provisions of the Agreement.

The Contractor has accordingly directed the Guarantor to issue this irrevocable and unconditional Performance Guarantee ("**Performance Guarantee**") and the Guarantor hereby irrevocably and unconditionally issues this Guarantee for the benefit of and in favour of the Trust to guarantee guaranteed obligations stated herein on the terms set forth hereunder.

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH AS UNDER

For the purpose of this Guarantee, capitalised terms used herein but not otherwise defined herein shall have the respective meaning ascribed to such terms under the Agreement.

The Guarantor does hereby unconditionally and irrevocably guarantee to pay to the Trust without any demur or protest merely on first demand, without any previous notice, without any demur or protest whatsoever and without referring to any other source, any sum or sums not exceeding in total the amount of Rs.[] (Indian Rupees [] only), upon receipt of the Trust demand in writing and written statement stating:

- i) Failure to sign and execute the Agreement within 15 days from the date of receipt of the Trust Order;
- ii) *Failure to provide the high speed boat and start the patrolling within 90 days from the date of award of the contract;*

- iii) In the event of failure to adhere to the technical specifications as mentioned in Schedule X and other requirements of the Tender Documents.
- iv) Failure to pay the Penalty as per the Clause.
- v) Failure of the Contractor to adequately insure the crew, employees, staff, officers, boat, machineries, equipments, facilities, services etc., failure to renew and if the Trust exercises its option to purchase and maintain any insurance and such sums are not reimbursed by the Contractor;
- vi) Any failure to pay wholly or partially for the utilities, facilities and services provided by the Trust;
- vii) If Company goes into voluntary liquidation or otherwise;
- viii) Change in the Management of Contractor (Successful Tenderer) the Company without prior approval of the Trust;
- ix) Evidencing of an intention by the Contractor not to be bound by the terms of the Contract Agreement;
- x) Sub-letting the contract of providing the speed patrol boats on charter to the Chennai Port Trust or any part thereof without the prior written approval of the Trust;
- xi) the Contractor abandons or fails to ensure the availability of the high speed boat for a continuous period of 30 days;
- xi) Failure to comply with the statutory obligations under applicable laws;
- xii) Non payment of any amounts payable to the Trust for any two months in an operating year;
- xiii) Violating of strategic, security, environmental concerns on the Contractor's part;
- xiv) 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;
- xv) If the Trust exercises its option to rectify the damages caused by the patrol boat to Trust property or personnel and such sums are not reimbursed by the Contractor within 15 days,
- xvi) Any other amount due to the Trust as per the terms and conditions of the Contract.
- xvii) Failure to perform or discharge or breach of any of its obligations, terms and conditions in accordance with the provisions of the Contract Agreement.

The Guarantor does hereby unconditionally and irrevocably guarantee and undertake, without any reference to the Trust or any other person and irrespective of, or not withstanding, the fact whether any dispute is pending between the Trust and the Contractor before any court, tribunal, expert, arbitrator or similar proceedings relating thereto, to pay the amount due and payable under this Guarantee without any demur or protest, merely on a first written demand from the Trust to the effect that such amount is due to the Trust from the Contractor in accordance with the terms of the Agreement [or for any other reason that the Trust may state]. Any such demand made on the Guarantor shall be conclusive, absolute and unequivocal as regards the amount due and payable by the Guarantor under this Guarantee.

Upon any default, whatsoever by the Contractor in performing, meeting or otherwise complying with the provisions of the Tender document the Trust may invoke the Guarantee, in part or in full, at any time as it deems fit but not less than monthly intervals and/or appropriate in its sole

discretion, without giving any opportunity of recourse to the Contractor. The Trust shall, at all times, have the absolute and unconditional right to call upon the Guarantee at any time it is convinced, at its sole discretion, that there has been a breach or failure on the part of the Contractor or its agents to fulfil or meet any of the obligations of the Tender document.

In case the Trust invokes the Guarantee in parts as per the provisions of the Guarantee, the Guarantor undertakes to keep the Guarantee valid for the amount equal to Rs..... less invoked amount of the Guarantee.

For the avoidance of doubt, it is clarified that this Guarantee or the rights of the Trust hereunder, shall not stand revoked, or otherwise be impaired or mitigated in any manner whatsoever, if there exists at any time of invoking this Guarantee by the Trust, or thereafter exists any dispute before any court claims, settlements, obligations, expert determination or similar proceedings under the Agreement between the Contractor and the Trust.

The Guarantor, as primary obligor and not merely as surety or guarantor of collection, shall be under no duty, and shall not have any right, to inquire into the matters referred to in any written demand issued by the Trust or into the terms of Agreement or any other circumstances, matters or documents. The decision of the Trust as to any breach having been committed, liabilities accrued or loss or damages caused or suffered shall be conclusive, absolute and binding on the Guarantor. The Guarantor specifically confirms and agrees that no proof of any amount due to the Trust under the Agreement is required to be provided, in connection with any demand made by the Trust for payments under this Guarantee and that no documents or other action shall be required other than the Trust's written demand as aforesaid, notwithstanding any applicable law or regulation.

The Guarantor hereby waives any right whatsoever that it may have of requiring the Trust to pursue legal remedies against the Contractor or against any other security that may be available to the Trust.

The Guarantor hereby irrevocably and unconditionally undertakes, agrees and acknowledges that the Agreement may be modified, amended and supplemented by the Contractor and/or the Trust in accordance with the terms of the Agreement without the Guarantor's consent in any manner and that no such modification, amendment or supplement shall release, affect, limit, mitigate or impair the Guarantor's liability under this Guarantee.

Any payment made hereunder shall be made free and clear of, and without deduction for or on account of taxes, levies, imposts, duties, charges, fees, deductions, or withholding of any nature whatsoever and by whomsoever imposed.

- 10) The Guarantor hereby irrevocably and unconditionally undertakes, agrees and acknowledges that its obligations as a guarantor hereunder:
 - a) are irrevocable, absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Agreement, or the insolvency, bankruptcy, reorganisation, dissolution, winding up or liquidation of the Contractor or any change in the ownership of the Contractor, or any purported assignment by the Contractor or any other circumstances whatsoever which might otherwise constitute a defence or discharge of a guarantor or surety;

- b) shall constitute a present and continuing guarantee of timely and proper operation of the high speed patrol boat to the Trust on charter as per the provisions of the Agreement;
 - c) shall not be affected by the existence of or release or variation of any other guarantee of or security for any of the obligations of the Contractor under the Agreement;
 - d) shall not be affected by any failure by the Trust to perform any of its obligations under the Agreement;
 - e) shall not be affected by any failure or delay in payment of any fee or other amount payable to the Guarantor in respect hereof;
 - f) shall not be affected by any exercise or non-exercise of any right, remedy, power or privilege of any person under or in respect of any payment obligations of the Contractor under the Agreement;
 - g) shall not be affected by any failure, omission or delay on the Trust's part to enforce, assert or to exercise any right, power or remedy conferred on the Trust in this Guarantee;
 - h) shall not be affected by any act, omission, matter or thing which, but for this clause would reduce, release or prejudice the Guarantor from any of the obligations under this Guarantee or prejudice or diminish the obligations in whole or in part.
- 11) The obligations, covenants, agreements and duties herein shall not be subject to any counterclaims, cross claims, set offs, deductions, withholdings, diminutions, abatements, recoupments, suspensions, deferments, reductions or defence for any reason whatsoever and the Guarantor, shall have no right to terminate this Guarantee or to be released, relieved or discharged from any of its obligations, covenants, agreements and duties hereunder for any reason whatsoever.
- 12) This Guarantee shall remain in full force and effect from the Date of Award of Contract until the Completion the substitution by a Performance Security. It is clarified that the Trust shall be entitled to file a claim under this Guarantee upto a period of 3 months from the expiry of the Guarantee, provided such claim relates to the period of validity of the Guarantee.
- 13) *This Guarantee shall be valid for the entire contract period of 60 months and shall be renewed 30 days prior to the expiry in case of the extension of the contract for another 12 (Twelve) months.*
- 14) In the event this Guarantee is not renewed, such non-renewal shall constitute the breach of contract and the (the guaranteed amount) shall become immediately payable and shall be transferred to the Trust (by the Guarantor issuing in favour of the Trust, a demand draft payable at Chennai).
- 15) This Guarantee shall remain in full force and effect till the due and proper fulfilment and performance of the obligations of the Agreement.
- 16) This Guarantee shall be governed by and construed in accordance with the laws of India. The Guarantor hereby irrevocably submits to the exclusive jurisdiction of the High Court at

Chennai, for the purposes of any suit, action, or other proceeding arising out of this Guarantee or the subject matter hereof brought by the Trust or their successors or assigns and to the extent permitted by applicable law hereby waive, and shall not assert, by way of motion, as defence, or otherwise, in any such suit, action, or proceeding any claim that such suit, action, or proceedings is brought in an inconvenient forum, that the value of such suit, action, or proceeding is improper, or that the subject matter hereof may not be enforced in or by such court.

IN WITNESS WHEREOF this Guarantee has been duly executed on this [] day of [], 2006.

Guarantor [Bank]

Acknowledged and accepted
[The Contractor]

[The Trust]

CHENNAI PORT TRUST
MEMORANDUM

We hereby tender for the execution of Chennai Port Trust of supply and operation of 1 No. Patrol Boat of 20 Knots speed in the underwritten memorandum within the time specified in such memorandum at the rates specified therein and in accordance in all respects with the technical specifications, scope of work, terms and conditions and instructions in writing referred to in the various Clauses of Conditions of the contract and with such specifications as are provided for and in all respects in accordance with such conditions / instructions to tenderers so far as possible.

MEMORANDUM

- | | |
|-----------------------------------------------------------|----------------------------------------------------------------------------|
| 1. General Description: | Tender For Chartering 1no. High Speed Patrol Boat of 20 Knots speed |
| 2. Estimated Cost: | Rs.5,0098,136 /- |
| 3. Earnest Money: | Rs. 10,01,963/- |
| 4. Security Deposit towards Performance Guarantee: | 10% of the annual contract value . |

- 5. Delay in commencement of work**
- a) should this tender be accepted in whole or in Part, I/we hereby agree 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.10.02 Lakhs is hereby forwarded in the form of Demand Draft / Pay Order as Earnest Money.) If I / we fail to submit the Performance Guarantee and sign the Agreement within 15 days from the date of issuance of LOI (Letter of Intent).
- b) 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 Performance Guarantee absolutely in case of failure to commence the work within the stipulated period mentioned in the L.D. Clause
- c) 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.....

LIST OF DOCUMENTS TO BE SUBMITTED BY THE TENDERER**IN TECHNO-COMMERCIAL BID (HARD COVER)**

Sl no.	Description of Documents	Whether submitted by Tenderer(Yes/No) & Ref. of page no.
1	Tender Document duly signed & sealed on all pages for agreeing to all terms & conditions of Tender	
2	EMD & Tender Fee in Original as per Clause 5.1 of ITT	
3	Financial statements pertaining to Annual turnover, Balance Sheet & Profit and loss statements for 2013-14, 2014-15 & 2015-16 to satisfy the eligibility criteria with respect to Average Annual Financial Turn Over as mentioned in Clause 2 (i) of ITT	
4	Copy of Work order and work completion certificates clearly indicating the value of work to satisfy the eligibility criteria with respect to Experience as mentioned in Clause 2 (ii) of ITT	
5	Details of Technical Staff of the firm	
6	Details of Directors/Partners of the firm	
7	Documents related to Firm's Business activities, registration etc	
8	Detailed information about current litigation, if any, in which tenderer is currently involved	
9	Following documents as mentioned in 5.1.2 of ITT (a)GA Plan (b)Builder's Certificate (c)Make model No., BHP, Fuel Oil consumption at 90% and 100% MCR of main engines and Auxiliary engine (supported by technical data sheet of the manufacturer or any other supporting document from the manufacturer). This information is required for evaluating the price bid. (d)Copies of Registration Certificate, Certificate of Survey and Certificate of Class. (e) Certificate from Class for speed of the launch. (f) The proof of ownership of the boats offered and arrangements made for boats offered (g) Name of the Partners/Directors indicating the responsibility and Copy of MOA & AOA of the company and other documents defining constitution, legal status, place of registration and principal place of business & business activities etc (h) Power of Attorney ,on stamp paper in favour of person authorized to sign the tender document(appendix-III) (i) Technical Specification of the patrol boat of 20 knots speed being offered (Appendix- X)	
10	Integrity Pact duly signed and sealed (Appendix-XI)	
11	Check List for On-line submission of Bid (appendix-XII)	

Note: All the documents submitted by the Tenderer shall be neatly bound / filed and page numbered or properly marked. Tenderer is required to mention relevant page numbers / marking of his offer while filling up the above format.

Signature of the tenderer

DETAILS OF PAST EXPERIENCE
(in the last 7 years ending on previous month of publishing Tender)

NAME OF VESSEL / CRAFT	PERIOD OF CONTRACT/ HIRE	NAME OF OWNER/ CHARTERER	BRIEF SPECS. OF VESSEL / CRAFT TYPE &SCOPE OF WORK

SIGNATURE OF THE TENDERER

TECHNICAL SPECIFICATION OF HIGH PATROL BOAT OFFERED

The Patrol Boat offered shall not be more than 5 years old on the date of submission of the Tender.

1. Name of the Patrol Boat :
2. Official No. :
3. Call Sign :
4. Gross Tonnage :
5. Year built :
6. Speed at 90% & 100% MCR of Main Engines :
7. L.O.A. :
8. Breadth (moulded) :
9. Depth (moulded) main hull :
10. Draft (max) :
11. Hull :Aluminium/FRP :
12. Flag/Nationality :
13. Port of Registry :
14. Main Propulsion Engines
 - i. Make/Model No. :
 - ii. BHP/Eng :
 - iii F O Consumption at90%MCR :
in lit/hr/engine and at 100 % MCR :

15. Propulsion and steering :
16. Auxiliaries
 - i. Total no of DG sets on board :
 - ii. Make/Model No.
 - iii. Rating of each DG set in KVA :
 - iv. Total shipload in KW/Watt :
 - v. Fuel oil consumption at
90% and 100 % MCR :
17. Fuel Capacity :
18. Fresh water capacity and
consumption per day :
19. Communication equipment
(specify each equipment) :
20. Navigation Equipment
(specify each equipment) :
21. Lube oil consumption :
22. Manning(As per requirement
of statutory authority) :
23. Capacity of Pilot's cabin :
24. Whether Accommodation
is Air Conditioned :
25. Whether the embarking and
Disembarking area is as stipulated :
26. L.S.A. :
27. F.F.A. :

Signature of the Tenderer with Seal

PROFORMA OF INTEGRITY PACT

**(The tenderer shall submit Integrity pact Agreement along with Cover I
(to be executed on Rs.100/- non-judicial stamp paper with witnesses.**

INTEGRITY PACT

GENERAL

This pre-bid pre-contract Agreement (herein after called the Integrity Pact)

BETWEEN

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

AND

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

Preamble

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

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

Section 1 – Commitments of the Principal

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

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

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

Section 2 – Commitments of the Bidder/Contractor

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

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

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

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

If the Bidder/Contractor, before award of contract has committed a transgression

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

- (a) If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (b) The Bidder/Contractor accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (c) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
- (d) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

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

of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous Transgression.

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

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

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

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

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

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

- (a) The Principal appoints competent and credible external independent Monitor for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (b) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently.

- (c) The Bidder/Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-Contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Sub-Contractor with confidentiality.
- (d) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.
- (e) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (f) The Monitor will submit a written report to the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (g) Monitor shall be entitled to sitting fee for his service as decided by the Principal from time to time depending upon the total value of the project. The said fee will be borne by the Principal.
- (h) If the Monitor has reported to the Principal substantiated suspicion of an offence under the IPC/PC Act and the Principal has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (i) The word 'Monitor' would include both singular and plural.
- (j) The present Independent External Monitors are

(1) Shri.P.TAMILVANAN
No.714 POOSARIPALAYAM,
COIMBATORE: 641003
Mobile: 9480572323

Section 9 – Pact Duration

- (a) This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidder 6 months after the contract has been awarded.

- (b) If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Chennai Port Trust.

Section 10 – Other Provisions

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

For the Principal
(Office Seal)

For the Bidder/Contractor
(Office Seal)

Place:

Date:

WITNESS 1
(Name and Address)

WITNESS 2
(Name and Address)

CHECK LIST FOR ON LINE SUBMISSION OF BID

SL No.	DESCRIPTION	YES/NO
1	Uploaded scanned copy of EMD & Tender Document fee	
2	Uploaded scanned copy of Balance Sheet and Profit & Loss statement for the years 2013-14, 2014-15 & 2015-16	
3	Uploaded scanned copy of work orders & Completion Certificates for similar works	
4	Uploaded duly filled 'BOQ' (Price Bid)	

Tenderer

CHECK LIST FOR PROCESSING OF BILL FOR PAYMENT

(INFORMATIVE - CONTRACTORS SHALL ENSURE THAT ALL REQUIRED DETAILS CAN BE PRODUCED BY THEM IN TIME FOR TIMELY PROCESSING OF THE BILL)

Sl. No.	DESCRIPTION	TO BE FILLED AS PER AGREEMENT / WORK ORDER	
1.	Name of the Contract work: Also Specify Account Code i) Plan ii) Non – Plan iii) Revenue		
2.	Agreement No. and Date		
3.	Work order No. and Date		
4.	Contractor Name i) e – mail id ii) Telephone No. iii) Mobile No.		
5.	Contract Amount		
6.	Date of Commencement & Completion of work i) As per Work Order ii) Actual date	FROM	TO
7.	In case of Extension of Time (EOT) granted With LD OR Without LD (Copy of the EOT granted to be attached)		
8.	i) ESI Registration No. of the Contractor ESI Contribution Remittance of previous month Challan No. & Date along with List of workers Pechaan No. (OR) ii) The List of Workers with MonthlySalary and Quantum of ESI Contribution to be recovered (Only in case of Ongoing Works in Progress) (OR) iii) An undertaking from contractors for non – applicability of ESI Clause		
9.	Copy of Contractor's EPFO Registration No. (optional) provided the contract is under the provision of EPF Act.		
10	Insurance Certificate for i) Men ii) Materials and Equipments (If applicable as per Agreement Condition)		
11.	Security Deposit Remittance reference 1. i) Challan No. & Date ii) UTR No. & Date in case of Net Banking remittances iii) BG No., & Date (OR)		

	11. In case of waiver of Security Deposit, Copy of the competent authorities sanction should be enclosed.	
12.	Performance Security BG No. & Date, (If applicable)	
13.	Copy of i) Bank Pass Book front page ii) Cheque leaf iii) PAN Card	
14.	i) Service Tax Registration. No. ii) VAT No. iii) WCT Registration No. / Form 'S' - for WCT Exemption (optional)	
15.	Copy of Live Income Tax Exemption Certificate / Lower Deduction Certificate (If applicable)	
16.	Date of Submission of Bill to the user Department by the Contractor and Bill Registration No.	
17.	Date of forwarding of Bill completed in all respect to Accounts Bills Section for Payment.	
18.	Measurement Book Certified by the Site Engineers, if applicable along with Contractor's Signature & Date	
19.	Outstanding dues for recovery if any for i) Water ii) Electricity iii) Other Facilities & Services	
20.	Abstract of Progressive Total to be prepared & Certified by Operating Department in electronic mode	
21.	Copy of approval for excess / variations of quantity if any	
22.	Whether user department recommended for processing of Bills for payment YES / NO	
23.	Recovery of TNCWWB Cess at 1 % whether to be borne by the Contractor or by the Trust. Name of the Supervisor with designation and contract no.	
24.	Technical staff – If there is appointment of Technical staff, Documentary evidence to be enclosed for making relevant payment.	
25.	Nature of contract – whether a) Procurement only (OR) b) Supply of Manpower only (OR) c) Both Procurement and Manpower	

Note: SI.No. 8 to 15 need not be filled for subsequent bill after First Bill.

SPECIMEN BANK GUARANTEE
PERFORMANCE GUARANTEE/SECURITY DEPOSIT

(To be executed on Rs.100/-non-judicial stamp paper)

Bank Guarantee shall be encashable at Chennai

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

1. In consideration of the Board of Trustee's of Chennai Port incorporated by the Major Port Trusts Act, 1963 as amended by Major Port Trust (Amendment) Act 1974 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Trustee's of Chennai Port its successors and assigns) having agreed to exempt _____ (hereinafter called the "contractor") (Name of the contractor/s) from the demand under the terms and conditions of the contract, vide _____'s letter No. _____.(Name of the Department) date ____ made between the contractors and the board for execution of _____ covered under Tender No. G1/1838/16/M dated ____ (hereinafter called "the said contract") for the payment of security deposit in cash or Lodgement of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and conditions of the said contract, on production of a Bank Guarantee for Rs. _____ (Rupees _____) only we, the (Name of the bank and address) _____ (hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, (Name of the Bank), (Name of the Branch), do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the board by reason of any breach by the contractors of any of the terms and conditions of the said contract or by reason of the contractors failure to perform the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. _____ (Rupees _____) only.

3. We,(Name of bank and Branch), undertake to pay to the board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We,(Name of Bank and Branch) further agree with the board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the(Name of the user department) of the said certifies that the terms

and conditions of the said contract have been fully and properly carried out by the said contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the bank shall be the request of the board but at the cost of the contractors, renew or extend this guarantee for such further period or periods as the board may require from time to time.

5. We,(Name of Bank and Branch) further agree with the board that the board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to be contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the contractors or by any such matter or thing whatsoever which under the law relating sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. It is also hereby agreed that the courts in Chennai would have exclusive jurisdiction in respect of claims, if any, under this guarantee.

8. We, _____ bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the board in writing.

9. *Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only);

b) This Bank Guarantee shall be valid up to _____; and

c) We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of guarantee).

Date _____ day of _____ 2017

For(Name of bank)
(Name)
Signature

SPECIMEN LETTER OF AUTHORITY FROM BANK FOR ALL BGs
(To be executed on Bank's Letter Head)

Date:

To,
The Board of Trustees of Port of Chennai,
Chennai Port Trust,
Chennai – 600 001

Dear Sir,

Sub: Our Bank Guarantee No. _____ dated _____
for Rs. _____ favouring yourselves issued on
a/c of M/s. (Name of the contractor)

We confirm having issued the above mentioned guarantee favouring yourselves,
issued on account of M/s. _____ validity for expiry upto date _____ and
claim expiry date upto _____.

We also confirm 1) _____ 2) _____ is / are empowered to sign
such Bank Guarantee on behalf of the Bank and his/their signatures is / are binding
on the Bank.

Name of Signature of Bank Officer

JOINT VENTURE PARTNER INFORMATION FORM

(The Tenderer shall fill this form in accordance with the instructions indicated below)

(To be executed on bidder's letter head)

TENDER FOR "-----"

Ref: Tender No. -----

Date of tender submission:-----

1. Tenderer legal name :

2. JV's Party legal name :

3. JV's legal Lead Partner :
(Specify name and address)

4. JV's Party

- Year of registration
- Country of registration
- Legal address in the country of registration

5. JV's Party authorized representative information

- Name
- Address
- Telephone/Fax numbers
- Email address

6. Attach copies of the following original documents

- Articles of Incorporation or Registration of firm named in sl.no.2 above, in accordance with tender documents
- In case of Govt. owned entity from India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with tender documents
- PAN number
- Sales Tax/VAT registration number
- Service tax registration number
- Any other documents required for statutory compliance

Duly authorized to sign this authorization on behalf of (_____ Name of Tenderer)

Dated ____