



चेन्नै पोर्ट ट्रस्ट
CHENNAI PORT TRUST

No. MEE / 09 /2017/ Dy.CME(W)

e – TENDER

*FOR CARRYING OUT SCIENTIFIC METHOD OF CLEANING, IN
VARIOUS FRESH WATER HIGH LEVEL RESERVOIR (HLR) AND
LOW LEVEL RESERVOIR (LLR), THROUGH ANNUAL
MAINTENANCE CONTRACT UNDER TWO COVER SYSTEM*

THROUGH e-PROCUREMENT ON WEB SITE.

Online bid submission Starting at 11.00 hrs on 15.06.2017

Online bid submission Closing at 14.30 hrs on 27.06.2017

Online bid Opening at 14.30 hrs on 28.06.2017

e-procure.gov.in

TENDER DOCUMENT COST : Rs.525/-

(Inclusive of VAT)

THE CHIEF MECHANICAL ENGINEER

7th Floor, Centenary Building,

Rajaji Salai, Chennai – 600 001

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.

CHENNAI PORT TRUST

TENDER No. MEE /09/ 2017 /Dy.CME(W)

"e -TENDER FOR FOR CARRYING OUT SCIENTIFIC METHOD OF CLEANING, IN VARIOUS FRESH WATER HIGH LEVEL RESERVOIR (HLR) AND LOW LEVEL RESERVOIR (LLR), THROUGH ANNUAL MAINTENANCE CONTRACT UNDER TWO COVER SYSTEM

C O N T E N T S

Sl. No.	DESCRIPTION		Page No.
1.	NOTICE INVITING ONLINE TENDER		04
2.	INSTRUCTION FOR ONLINE BID SUBMISSION		06
3.	TENDER FORM		08
4.	SCHEDULE OF GENERAL PARTICULARS OF TENDERER		10
5.	INSTRUCTION TO TENDERERS (ITT)	SECTION - 1	11
6.	TECHNICAL SPECIFICATION, SCHEDULE 'A' & SCHEDULE OF PRICES & QUANTITIES, SCHEDULE 'A1'	SCHEDULE-A and A1	19 & 22
7.	SPECIAL CONDITIONS OF CONTRACT (SCC)	SCHEDULE-B	24
8.	GENERAL CONDITIONS OF CONTRACT (GCC)	SCHEDULE-C	30
9.	FORM OF AGREEMENT	ANNEXURE-I	32
10.	FORMAT FOR POWER OF ATTORNEY	ANNEXURE-II	34
11.	CHECK LIST		35

NOTICE INVITING ONLINE TENDER [NIOT]

CHENNAI PORT TRUST

Mechanical & Electrical Engineering Department

DY.CME (W) DIVISION

Details about tender:

Department Name	Mechanical & Electrical Engineering Department
Circle/ Division	Dy.Chief Mechanical Engineer (W) Division, Old Administrative Office Building, 1 st Floor, Rajaji Salai, Chennai – 600 001.
Tender Notice No.	MEE/09/ 2017 / Dy.CME(W)
Name of Work	<i>"e-Tender FOR CARRYING OUT SCIENTIFIC METHOD OF CLEANING, IN VARIOUS FRESH WATER HIGH LEVEL RESERVOIR (HLR) AND LOW LEVEL RESERVOIR (LLR), THROUGH ANNUAL MAINTENANCE CONTRACT UNDER TWO COVER SYSTEM</i>
Estimated Contract Value (INR)	Rs. 10,93,000/--
Period of Completion	One Year
Bidding Type	Open
Qualifying Criteria	PRE-QUALIFICATION CRITERIA / BIDDING CONDITION i) An average annual financial turn over during the last 3 years, ending 31st March 2016, i.e., 2013-14, 2014-15, 2015-16 should be at least Rs.3,27,900/- (30%). The copies of last three years audited Profit & Loss account and Balance sheet shall be furnished. 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) Three similar completed work each costing not less

	<p>than Rs.4,37,200/- (OR)</p> <p>b) Two similar completed work each costing not less than Rs.5,46,500/- (OR)</p> <p>c) One similar completed work each costing not less than Rs.8,74,400/-</p> <p>Similar works means Scientific method of cleaning of water tank.</p> <p>Note: The Tenderers shall enclose the Self Attested Work Order copies for similar works, successful completion certificates from clients indicating the date of completion, value of work done, work order reference No. & date etc. and original should be submitted for verification at the ordering stage.</p>
Tender Document Cost	Rs. 525/- in favour of The Chairman, Chennai Port Trust, Chennai.
Bid Security/ EMD (INR) :	Rs.21,860/- in favour of The Chairman, Chennai Port Trust, Chennai
Bid Document Downloading Start Date	15.06.2017 at 11.00 hrs
Bid Document Downloading End Date	27.06.2017 up to 14:30 Hrs.
Online Bid submission date:	27.06.2017 @ 14:30 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.
Bid Validity Period	180 Days
Officer- Inviting Bids:	CHIEF MECHANICAL ENGINEER
Bid Opening Authority	CHIEF MECHANICAL ENGINEER

:	
Address:	Chief Mechanical Engineer, VII Floor, Centenary Building, Rajaji Salai, Chennai – 600 001.
Contact Details :	Deputy Chief Mechanical Engineer (Works), Chennai Port Trust, 1st Floor, Old Administrative Office Building, Rajaji Salai, Chennai – 600 001. Phone No: 25362201 Extn 2360 Email: dycme@chennaiport.gov.in

NOTE:

In case Tenderer need any clarifications in online Tenders, they can contact the following address:-

Shri. C.MAHENDIRAN, Ex.M(PL), 1st Floor, Old Administrative Office Annexure Building,
M&EE Department, Chennai Port Trust, No.1, Rajaji Salai, Chennai –
600 001,

 **25362201 Ext 2770,**

CHIEF MECHANICAL ENGINEER

INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. Tenderer to follow the following procedure to submit the bids online through the e-Procurement site <https://eprocure.gov.in>
2. Tenderer should do the registration in the tender site using the 'Click here to Enroll' option available.
3. Then the Digital Signature of SIFY/TCS/NCode or any Certifying Authority is to be registered after logging into the site.
4. Tenderer 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.
5. Tenderer may read the tenders published in the site and download the required documents/tender schedules for the tenders he is interested.
6. Tenderer 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.
7. Only one DSC should be used for a bidder and should not be misused by others.
8. Tenderer should read the tender schedules carefully and submit the documents as asked, otherwise, the bid will be rejected.
9. Tenderer 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. Tenderer 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. Tenderer 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 Tenderer reads the terms & conditions and accepts the same to proceed further to submit the bid.
14. The Tenderer has to select the payment option as offline to pay the EMD as applicable.
15. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.
16. The Tenderer 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 updating 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. Tenderer 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, if the file size is less than 1 MB the transaction uploading time will be very fast.

24. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-procurement system. The bidder should follow this time during bid submission.
25. All the data being entered by the Tenderer would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
26. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used Data storage encryption of sensitive fields is done.
27. Any documents that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyers public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
28. For any queries, the Tenderer are asked to contact by mail cPPP-nic@nic.in or by phone 1-800-233-7315 or 044-25360628 well in advance.

CHIEF MECHANICAL ENGINEER

TENDER FORM

NOTE : Tenderers are required to fill up all the blank spaces in this tender form.

To

The Chief Mechanical Engineer,
Chennai Port Trust,
Chennai – 600 001,
India.

1. Having examined the instructions to Tenderers, General conditions of contract, Specifications and Schedules attached to the "**e-Tender FOR *CARRYING OUT SCIENTIFIC METHOD OF CLEANING, IN VARIOUS FRESH WATER HIGH LEVEL RESERVOIR (HLR) AND LOW LEVEL RESERVOIR (LLR), THROUGH ANNUAL MAINTENANCE CONTRACT UNDER TWO COVER SYSTEM***" in conformity with said conditions of contract, specifications, etc. at rates for items or work in the schedule of items of work and rate attached herewith, we guarantee satisfactory performance.
2. We shall undertake for "**e-Tender FOR *CARRYING OUT SCIENTIFIC METHOD OF CLEANING, IN VARIOUS FRESH WATER HIGH LEVEL RESERVOIR (HLR) AND LOW LEVEL RESERVOIR (LLR), THROUGH ANNUAL MAINTENANCE CONTRACT UNDER TWO COVER SYSTEM***"
3. We further undertake, if our tender is accepted, we will deposit 10% of total contract value as SD by Demand Draft/Bankers Cheque on any scheduled/ Nationalized Bank in favour of Chairman, Chennai Port Trust payable at Chennai within 21 days from the date of issue of work order.

4. We further undertake, if our tender is accepted we will execute an agreement in the form annexed and the conditions of contract with any modifications as agreed upon within 21 days from the date of payment of S.D.
5. Unless and until a formal agreement is prepared and executed the firm's minutes of the 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 valid for the period of 180 days from the date fixed for receiving the same.
7. We agree to deposit Earnest Money as per the Trust's terms and conditions.
8. 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 security deposit in such form as contained in the instructions to Tenderers or in the event of our tender being accepted, fail to execute an agreement in the form annexed and the conditions of contract with any modifications as agreed upon within stipulated period. The deposit of Earnest Money Shall stand forfeited to the Trust.
- 9.

We understand that you are not bound to accept the lowest or any tender you may receive.

Dated theday of.....in the capacity

of.....duly authorized to sign tender for and on behalf

of.....

(IN BLOCK CAPITALS)

Signature

Witnesses

Address

SCHEDULE OF GENERAL PARTICULARS OF TENDERER

1. Name of Tenderer.
2. Address of Tenderer
3. Fax Code of Tenderer if any
4. Name and designation of the contact person of the Tenderer
all reference shall be made for expeditious Technical Co-ordination.
5. Infrastructure facilities.
6. Service facilities available
7. Tenderer's proposal reference and date.
8. Tenderer's validity period (to be specified clearly)
9. Earnest Money as desired deposited
10. Are all Technical details called for and price as called for in schedule filled up.
11. Performance Report for eligibility criteria is enclosed
12. Bank Details and Account numbers:

Signature :

Name :

Designation :

Date :

SECTION – I

INSTRUCTION TO TENDERERS (ITT)

1. Tenders in sealed covers superscribed as ***“e-Tender FOR CARRYING OUT SCIENTIFIC METHOD OF CLEANING, IN VARIOUS FRESH WATER HIGH LEVEL RESERVOIR (HLR) AND LOW LEVEL RESERVOIR (LLR), THROUGH ANNUAL MAINTENANCE CONTRACT UNDER TWO COVER SYSTEM”*** as detailed in the Specification under Schedule “A” attached herewith and in accordance with instructions to tenders, conditions of contact, etc. are submitted through Online submission on not later than 14.30 Hrs. on 28.06.2017 and one sealed and signed hard copy without Price bid shall be submitted to the office of the Chief Mechanical Engineer, Chennai Port Trust located at the 7th floor, Centenary Building on 14.30 Hrs. on 28.06.2017.

The Tenderers those who have downloaded the Tender Document from the Trust's Website should send a Demand Draft for Rs.525/- (Rs.500 + 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 **14.30 hrs. on 28.06.2017** along with the covering letter, addressed to “The Chief Mechanical Engineer, Mechanical and Electrical Department, 7th floor of Centenary Building, No.1, Rajaji Salai, Chennai Port Trust, Chennai – 600 001. The Tender Document is also available on the Chennai Port Trust's Website www.chennaiport.gov.in for downloading.

2.0 BRIEF DESCRIPTION OF THE TENDERING PROCESS:

2.1. e- PROCUREMENT MODE

(i) The port intends to follow a Two-stage Tendering process for selection of Qualified Tenderer for the work in the 1st stage (Cover-I). Upon evaluation Chennai Port shall announce the pre-qualified Tenderers to proceed to the 2nd stage (Cover-II). The tender document would be floated in e-Procurement website www.eprocure.gov.in The demand draft for Tender Fee & EMD and proof of eligibility as detailed in the eligibility clause must be scanned and uploaded as instructed in the website. Additionally, one hard copy of the self attested Tender document and all relevant documentary proof instructed in the tender clause except the Price bid must be submitted in a cover along with original Demand Drafts of Tender document fee and EMD as mentioned.

(a) Cover I – Technical & Commercial Bid.

(b) EMD & Tender Document Fee (separate cover to be enclosed).

(ii) All the covers shall be addressed to the Chief Mechanical Engineer, Chennai Port Trust and sealed properly. Names and addresses of the tenderer shall also be written on all the covers.

(iii) The Tenderer shall clearly write on the main cover as – ***"e-Tender FOR CARRYING OUT SCIENTIFIC METHOD OF CLEANING, IN VARIOUS FRESH WATER HIGH LEVEL RESERVOIR (HLR) AND LOW LEVEL RESERVOIR (LLR), THROUGH ANNUAL MAINTENANCE CONTRACT UNDER TWO COVER SYSTEM"***

(iv) Cover –I as ***"e-Tender FOR CARRYING OUT SCIENTIFIC METHOD OF CLEANING, IN VARIOUS FRESH WATER HIGH LEVEL RESERVOIR (HLR) AND LOW LEVEL RESERVOIR (LLR), THROUGH ANNUAL MAINTENANCE CONTRACT UNDER TWO COVER SYSTEM"***

(v) The main cover containing Cover-I, Demand Draft payment for EMD Rs. 21,860/- and Tender Document Fee Rs.525/- shall reach office of the Chief Mechanical Engineer, 7th Floor, Centenary Building, Rajaji Salai, Chennai Port Trust, Chennai – 600001 not later than **14.30 Hrs on 28.06.2017.**

2.1.1 A(1) CONTENTS OF COVER – I

For the Pre-qualification stage, the Tenderers have to furnish information online of their Technical and Financial capability in **Cover - I** in accordance with the conditions and formats specified in this Tender Document.

- i.The financial documentary evidences sought by the Trust under Clause 3.0. (Eligibility Criteria) of Schedule - A (Technical and Commercial Conditions) are to be furnished.
- ii.The technical experience documentary evidences sought by the Trust, and relevant work orders and Completion Certificate are to be furnished.
- iii.Tender form, the Schedule of General Particulars of Tenderer and Power of Attorney (Annexure-II) duly filled and the tenderer shall abide by all the Technical and Commercial conditions of the Trust Tender Document.
- iv.All pages of the documents to be signed, dated & sealed by the tenderer. Any tender not so signed on all pages of the papers in the tender is liable to be treated as being defective.
- v.**The proof of eligibility as detailed in the eligibility clause and the contents of cover –I, must be SCANNED AND UPLOADED in the e-procurement website as instructed.**

vi. **The Tender submission should be in online only.**

Specific attention of the Tenderers is drawn to schedule 'A1' relating to the cost of "**e-Tender FOR CARRYING OUT SCIENTIFIC METHOD OF CLEANING, IN VARIOUS FRESH WATER HIGH LEVEL RESERVOIR (HLR) AND LOW LEVEL RESERVOIR (LLR), THROUGH ANNUAL MAINTENANCE CONTRACT WATER DISTRIBUTION UNDER TWO COVER SYSTEM**"

Note: For the Evaluation process the hard copy of the Cover – I shall be submitted separately.

The firm shall produce the statutory documents i.e, PAN, TIN, Service Tax Registration, Certification of Registration of companies as applicable. If the firm claims exemption for any of the above documents, they shall be produce exemption certificate or relevant documentary proof.

2.1.2 A(2) COVER – II (PRICE BID):

Tenderer quoting through online bidding should submit "PRICE BID" through e-procurement website only and NEED NOT to submit physically the Cover-II "PRICE BID" along with the main cover.

2.1.3 Cover for DD of EMD & Tender Document Fee

The tenderer shall clearly write on the cover as" EARNEST MONEY DEPOSIT and TENDER DOCUMENT COST"

All the covers shall be addressed to the Chief Mechanical Engineer, Chennai Port Trust and sealed properly. Names and addresses of the tenderer shall also be written on all the covers.

The cover containing D.D./P.O. payment for EMD and D.D. Challan Tender Document Fee shall reach office of the Chief Mechanical Engineer, 7th Floor, Centenary Building, Rajaji Salai, Chennai Port Trust, Chennai – 600 001 not later than **14.30 Hrs on 28.06.2017.**

3.0 VALIDITY OF OFFER:

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

4.0 MODE OF PAYMENT OF EMD AND TENDER DOCUMENT FEE:

The tenderers shall deposit an Earnest Money of Rs. **21,860/-** in demand draft on any Nationalised Bank / Scheduled Bank payable at Chennai in the name of the Chairman, Chennai Port Trust in a separate cover and kept in Main cover. and Document charges of **Rs. 525/-** including VAT as Demand draft. Tenders which are not accompanied by EMD and Tender Document Fee will summarily be rejected. Online mode of payment will not be accepted.

5.0 COMPLETION PERIOD

The work shall be completed within **one year** from the date of handing over the site.

6.0 EVALUTION OF THE TENDER.

On the day of opening, only the online tenders of Qualified tenderers of Cover I (Technical & Commercial Bid) alone will be opened and Cover II (Price Bid) in online will not be opened.

The tenderer should **not** indicate the **quoted rate** directly or indirectly in **Cover – I** or anywhere of the bids. Any such offer shall disqualify the tender forthwith.

For the Pre-qualification stage, the Tenderers have to furnish information on their Technical and Financial capability in **Cover - I** in accordance with the conditions and formats specified in this Tender Document.

The **Cover - II** containing the online **Price Bid** of all the Technically and Commercially Pre-qualified Tenderers will be opened on the date and time fixed by the Chief Mechanical Engineer through e-procurement mode.

The **Cover - II** (Price Bid) of the Tenderers who fail to Pre-qualify will not be opened.

Upon evaluation of competitive offers of both Technical & Commercial Conditions (cover-I) and the Price Bid (cover-II), the contract will be awarded to the techno -

commercially responsive and lowest offer of the tenderer. After the award of contract, the successful tenderer shall submit the Performance Security Deposit and enter into an Agreement with the Trust.

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 thereof and reserves to himself the right to divide the contract between two or more Tenderers.

An e-Tendering proposal shall be considered responsive if:

- a) It is received by the proposed Due Date and Time.
- b) It is Digitally Signed.
- c) It contains the information and documents as required in the Tender document.
- d) Contains E.M.D and cost of the document (wherever applicable).
- e) It contains information in formats specified in the Tender document.
- f) It mentions the validity period as set out in the document.
- g) There are no significant inconsistencies between the proposal and the supporting documents.

7.0 EMD – FORFEITURE:

The EMD will be forfeited, if

- a. The Bidder withdraws the Bid after Bid opening during the period of Bid Validity or
- b. The successful Bidder fails within the specified time limit to sign the Agreement or
- c. Fail to start the work after handing over the first site within the time specified.

8.0 RETURN OF EMD:

- a. The amount of Earnest Money will be refunded to unsuccessful tenderers except L1 & L2 after ranking the price bids. EMD of L2 will be refunded immediately after entering into Agreement with L1 and acceptance of Performance Guarantee from L1. No interest

will be allowed on the Earnest Money from the date of its receipt until it is so refunded.

The tenderer shall furnish the details of Bank account No, Bank name and Branch etc, for the refund of EMD through e-payment.

- b. The EMD will be refunded to the successful tenderer on receipt and acceptance by the Board on execution of agreement.

9.0 AGREEMENT:

Tender is accepted we will execute an agreement in the form annexed and the conditions of contract with any modifications as agreed upon within 21 days from the date of payment of SD amount or such extended time as may be allowed by the Chief Mechanical Engineer at his discretion.

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

10.0 SECURITY DEPOSIT.

Tender is accepted, must deposit 10% of total contract value as SD by Demand Draft/Bankers Cheque on any scheduled/Nationalized Bank in favour of Chairman, Chennai Port Trust payable at Chennai only within 21 days from the date of issue of work order.

- 10.1.** Security Deposit paid in any mode except as specified above will not be taken into account and the concerned tender will be rejected.

- 10.2** An interest @ 18% per annum on Security Deposit amount will be levied for delayed remittance from the due date to the date of realization.

10.3. 100% of performance Security shall be returned after completion of scientific cleaning works and completion of contract period. Failure of the successful Bidder to comply with the requirements Performance Security shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the EMD.

11.0 LIQUIDATED DAMAGES:

For delay in completion of cycle of work. Liquidated damages at the rate of ½% per week (7 days inclusive of holidays) or part thereof subject to a maximum of 5% of the total value of the per cycle as liquidated damages will imposed.

12.0 FORMAT AND SIGNING OF BID:

The Price Bid to be submitted on-line shall be signed digitally by a person or persons duly authorized to sign on behalf the Tenderer.

The Bid shall contain no alternations additions, except those to comply with instructions issued by the Employer.

13.0 PAYMENT CLAUSE:

Payment will be made once in **Six-months** for actual cleaning of Tanks for the above said work on production of completion certificate from the Trust Engineer after deducting Income Tax, penal charges, ESI charges and other applicable deduction if any from the bill and will be processed and certified by the Dept. after due verification. Tenderer should submit the bill in the Trust format. The contractor shall give the PAN No. for Tax deducted at source and required details to the user department for approval and recommendation of payment.

To make payment through ECS, contractor shall furnish the following:

Name of the Bank and Branch details :

Account Number and :
MICR Number :
Type of Account :
CST / VAT Number :
PAN Number :

IFSC No.

ST Regn. No. & ESI Regn. No. :

14.0 RIGHT TO FORECLOSE THE CONTRACT:

1. Not with standing anything in the contract agreement the contractor agrees that the Trust (on its own or acting on behalf of Government of India) or the Government of India shall be entitled to foreclose the contract on the occurrence of the following events. Contractor in the event of breach of contract. An emergency or for national security and /or national interest and / or public reasons.
2. Upon the occurrence of the events specified in the above, the Trust or Government of India reserves the right to foreclose the contract at any point of time during the contract period on issue of the Termination notice under the 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 or profit during such period.

15.0 DISPUTES:

(i) The decision of the Chief Mechanical Engineer shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, instructions and or any matter arising out of or relating to the specifications and instructions concerning the works or the execution of or failure to execute the same arising during the course of works. 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 Chief Mechanical Engineer.

ii) 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.

16.0 TERMINATION OF THE CONTRACT :

The contract shall be terminated by either side by giving three months notice in writing. However, Chennai Port Trust reserves the right to terminate/cancel the order for violating the terms and conditions of the contract if the performance is not satisfactory by giving an advance notice of 15 days time. Trust reserves the right to cancel the order and forfeit the Security Deposit.

17.0 GENERAL:

- a. Tenderers are advised to study the Tender Document including Annexure carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document and site condition with full understanding of its implications.
- b. The Tenderer is advised to inspect the site before quoting the rates.
- c. The tenderers should specifically note that they should send their offer in line with all conditions covered in schedule A, B and General Conditions in all respects, so as to finalize the tender at the shortest period and also this will facilitate to return the EMD to the unsuccessful tenderers at the earliest. The offers with deviation in any of the conditions will be summarily rejected and the Port reserves the right to further correspondence regarding the clarification will be made or not after opening of the tender.

- d. Tenderers should obtain temporary pass from the Port Asst. Traffic Manager (Central Pass Section) Near Anchor Gate Building, to gain entry into the Trust's premises, if necessary.
- e. The Tenderer shall give an undertaking that they have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid. The Tenderer shall disclose any payments made or proposed to be made to any intermediaries (agent etc.) in connection with the bid.
- f. Any misrepresentation of facts (or) furnishing false information by the tenderer is liable to be blacklisted, declaring them ineligible for a stated period of time.
- g. 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.
- h. The Port Trust shall have the right to review / modify the Technical Qualification / Tender conditions / specification and seek clarifications wherever necessary.

CHIEF MECHANICAL ENGINEER

SCHEDULE - 'A'

TECHNICAL SPECIFICATION

e-Tender FOR *CARRYING OUT SCIENTIFIC METHOD OF CLEANING, IN VARIOUS FRESH WATER HIGH LEVEL RESERVOIR (HLR) AND LOW LEVEL RESERVOIR (LLR), THROUGH ANNUAL MAINTENANCE CONTRACT UNDER TWO COVER SYSTEM'*

1.GENERAL

Chennai Port Trust has proposed to carryout scientific method of cleaning the freshwater. High Level Reservoir (HLR) & Low Level Reservoir (LLR) through annual maintenance contract at various location i.e. Marshalling Yard Timber pond, I section, H.Ware House, Mechanized OH Plant, M2 Pump room etc.,

2. SCOPE OF WORK AND DETAILED SPECIFICATION:-

The work includes the following Scientific method while cleaning the Fresh Water LLR & HLR at various Locations.

1. Dewatering by using submersible pump to dispose the minimum Level of dirty water from the Tank.
2. Cleaning of manhole bottom, ceiling and side walls of water tank by using high pressure water jet to dislodge calcinations dirt, sludge etc. for real cleaning.
3. To dispose the above stored dirty water by using specially designed sludge removal pump to clean the tank.
4. Cleaning inside the tank by using industrial grade vacuum pump for making the tank floor inside totally free from dirt, sludge algae etc.,
5. Spraying inside the tank all nooks and corners with Anti-bacterial agent for disinfection of the tank inside.

6. Total disinfection and sterilization of the tank inside should be done by using UV radiation to keep the tank hygienic, bacteria free and safe for water storage.

LOCATION OF EXISTING FRESH WATER LLR & HLR TO BE COVERED UNDER AMC.

- | | |
|--------------------------|-------------|
| 1. Marshaling Yard | - LLR & HLR |
| 2. Timber Pond | - LLR & HLR |
| 3. I Section | - LLR & HLR |
| 4. "H" Ware House | - LLR & HLR |
| 5. M2 Pump room | - LLR & HLR |
| 6. Mechanized O.H. Plant | - LLR & HLR |

3. ELIGIBILITY CRITERIA: -

To pre-qualify the bidder should furnish the following documentary evidence.

- i. The **Average Annual Financial Turnover** during the last Three (3) years ending 31st March 2016 should be at least **INR Rs. 3,27,900/-**.(30%) 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 original copy for the year 2013-14, 2014-15 and 2015-2016.
- ii. The Tenderer should have experience in '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:-
 - a) **Three** similar completed works of contract value not less than **Rs.4,37,200/- each**

(OR)

b) **Two** similar completed works of contract value not less than Rs.**5,46,500/- each**

(OR)

c) **One** similar completed work of contract value not less than Rs. **8,74,400/-**

Similar works means: Scientific cleaning of Water Tanks i.e. HLR (High Level Reservoir) / LLR (Low Level Reservoir)

4. OTHER CONDITIONS:-

- a) The contractor is requested to inspect the site conditions before submitting their budgetary offer.
- b) The firm should have experience in such type of works.
- c) The period of contract will be 12 months.
- d) The firm have to make their own arrangements for necessary tools and materials required for the work.
- e) The contractor will be responsible for the safety of their men and materials, etc., however, if required a safe place for storing material will be provided by the Trust.
- f) The contractor is required to offer rates as per the Trust format "Schedule "A-1" without fail and mention taxes and duties.
- g) The firm has to make their own arrangements for Transportation.
- h) All materials required for cleaning should be borne by the contractor.
- i) The cleaning of fresh water HLR's & LLR's should be done once in **six months i.e. 2 cycles** per tank per year.
- j) Insurance should be taken for all the employees engaged in the contract by the contractor.

- k) The contractor shall carryout the cleaning works without causing any inconvenience to the normal functioning of the offices and the occupants of the area.
- l) The payment will be made once in **six months** after satisfactory completed portion of works and as per Trust's payment terms & conditions.
- m) The rate quoted by the firm shall be firm till the completion period of the AMC i.e. one year.
- n) The total period for the works will be one year. The works shall be started within a week's time from the date of acceptance of the Trust's order and handing over the site.
- o) The numbers of tanks indicated in the Schedule are only approximate and it can be increased/decreased at the discretion of Chief Mechanical Engineer.
- p) The Power and water supply for the above work if required will be given by the Trust free of cost.
- q) The firm has to arrange necessary Port entry pass for the vehicles and employees at their own cost.
- r) The EPF and ESIC registration to the workers should have been borne by the contractor. Documentary proof towards the same shall be furnished.
- s) The firm has to enclose the copy of documents PAN, TIN, VAT and Service Tax Registration Certification of Registration of companies as applicable. If the firm claims exemption for any of the above document shall produce the Exemption certificate or relevant documentary proof.

Chief Mechanical Engineer,

e-Tender FOR *CARRYING OUT SCIENTIFIC METHOD OF CLEANING, IN VARIOUS FRESH WATER HIGH LEVEL RESERVOIR (HLR) AND LOW LEVEL RESERVOIR (LLR), THROUGH ANNUAL MAINTENANCE CONTRACT WATER DISTRIBUTION UNDER TWO COVER SYSTEM*

**SCHEDULE - 'A1'
SCHEDULE OF QUANTITIES AND PRICES**

COST SCHEDULE

S.No	Description	Unit	Qty in Ltrs	Rate/Liters	Rate/ Cycle	Amount for 2 Cycles	
						Rs.	P.
1.	Marshalling Yard Low Level Reservoir South	Lts	450000				
2.	Marshalling Yard Low Level Reservoir North	Lts	450000				
3.	Marshalling Yard High Level Reservoir	Lts	112500				
4.	Timber Pond Low Level Reservoir West	Lts	740000				
5.	Timber Pond Low Level Reservoir East	Lts	740000				
6.	Timber Pond High Level New Reservoir	Lts	337500				
7.	M2 High level Reservoir	Lts	60000				
8.	M2 Low level Reservoir	Lts	135000				
9.	I section Low Level Reservoir North	Lts	337500				

10.	I section Low Level Reservoir South	Lts	337500			
11.	I section High Level Reservoir	Lts	100000			
12.	"H" Ware house High Level Reservoir	Lts	450000			
13.	"H" Ware house Low Level Reservoir	Lts	225000			
14.	Mechanized Ore Handling Plant Low Level Reservoir East	Lts	450000			
15.	Mechanized Ore Handling Plant Low Level Reservoir West	Lts	450000			
16.	Mechanized Ore Handling Plant High Level Reservoir.	Lts	237500			
17.	Total					
18.	Service Tax					
19.	Grand Total					

Note: All relevant taxes shall be quoted separately as per the applicable rate. Trust does not bind itself to accept claim for any extra payment.

DATE:

**SIGNATURE OF THE TENDERER.
WITH SEAL**

SCHEDULE – 'B'

SPECIAL CONDITIONS OF TENDER

1. The Tenderer shall examine carefully the Instructions for online bidding, Instructions to the Tenderers, General and Special Conditions of Contract and Technical Specifications 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 Chief Mechanical Engineer 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 Chief Mechanical Engineer 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 quoted in the online only.
4. The Tenderer shall give clear indication in his tender of the items he does not propose to include in the tender. Where such clear mention is not given it will be construed that the tender covers all parts required for completion of work.
5. The Tenderer shall quote separately for any items which have not been specifically mentioned in the specification but which are found necessary for completion, efficient installation and operation water distribution system.
6. 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.
7. 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.

8. 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.

9. 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 of Law Regulation of Bye-Law.

10. 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.

11. 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.

12. 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.

13. TIMINGS:

The timings shall be maintained as per the instruction schedule.

14. FRAUD AND CORRUPTION:

The Employer as well as Tenderers, Contractor, Sub-Contractors and Consultants observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Employer :

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:

“Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

“collusive practice” means a scheme or arrangement between two or more Tenderers, designed to establish Tender prices at artificial, non competitive levels; and;

“coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

- (b) Will black list a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded, if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing. And

(c) Will have the right to require that Contractors to permit the Employer to inspect their accounts and records and other documents relating to the Tender submission and contract performance.

15. DISCIPLINE:

The Contractor shall ensure that no worker either under the influence of alcohol or under stress be deployed for Chennai Port Trust's service. Chennai Port Trust reserves the right to subject the worker for alcohol consumption test at random by Trust Medical Officer.

16. SAFETY AND SECURITY:

- i. Chennai Port Trust is being a protected Industry the person deployed by the Contractor for this service will not indulge in any illegal/Anti- social/ anti-national activities.
- ii. The Tenderer shall ensure that all safety and security regulation of Chennai Port Trust.
- iii. 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.
- iv. Chennai Port Trust will not be liable for any altercation / accident during the contract period.

17. RATES AND TAXES:

The rate quoted shall include Taxes and other duties shall be mentioned separately. In case Government imposes any additional levies or taxes on this service during the contract period, the same will be reimbursed only on production of documentary evidence.

18. INTEGRITY:

The Tenderer shall give an undertaking that they have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.

The Tenderer shall disclose any payments made or proposed to be made to any intermediaries (Agents etc.) in connection with the bid.

19. ESI CLAUSE AND CONTRIBUTION:

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

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

- (i) As per the Government Notification dated 20.07.09. Chennai Port Trust has registered under the ESI Act on 26.09.2012 with ESI Corporation and provision of ESI Act, 1948 are applicable to Chennai Port Trust, a Social Security Act, is applicable to Factories using power and employing 10 or more personnel and establishment employing 20 or more persons and drawing wages/ Salary up to 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.

- (ii) 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.
- (iii) 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 instructions 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.
- (iv) The Tenderer should possess registration under ESI Regulation at the time of participation in the Tender and produce necessary documentary proof for the same.

- (v) 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.
- (vi) 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 Trust 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 Trust to facilitate making payment for the bills of the contractor.
- (vii) In case, the Tenderer is not coming under the purview of ESI Act, then they have to obtain and produce no objection certificate or necessary clearance from ESI authorities confirming that they are not covered under the ESI act and Chennai Port shall not be liable for any liabilities towards ESI act, if the Tenderer is awarded with work by Chennai Port Trust.

20. REMOVAL OF WORKMEN:

The Tenderer shall employ in and around the execution of the works only such persons who are careful, skilled and experienced, in their trades. The Chief Mechanical Engineer 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 Chief Mechanical Engineer 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 Chief Mechanical Engineer.

21. AMENDMENT TO TRUST TENDER DOCUMENT :

i. 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/Corrigendum.

ii. 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/Corrigendum published. The Trust will not be held responsible if the tenderers have not read the Addendum/Corrigendum published.

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

iv. Any Addendum/Corrigendum thus issued at the Tender Committee Meeting shall form part and parcel of the Agreement.

CHIEF MECHANICAL ENGINEER

SCHEDULE "C"

GENERAL CONDITIONS OF THE TENDER

1.0 DEFINITIONS AND INTERPRETATIONS

In the contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required:-

- (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) **"C.M.E."** means the Chief Mechanical Engineer of the Chennai Port Trust.
- (c) **"CHIEF MECHANICAL ENGINEER'S REPRESENTATIVE"** means any Resident Engineer or Assistant of the Chief Mechanical Engineer deputed from time to time by the Chief Mechanical Engineer to perform the duties as may be specified in this contract.
- (c) **"CONTRACTOR"** means person or persons, firm or company whose contract has been accepted by the Board and includes Tenderer's personal representatives, successors and permitted assigns.
- (d) **"CONTRACT"** means the Conditions of contract, Specifications, Drawings, schedule of items of work within quantities and rates therein, contract and contract agreement.
- (f) **"CONTRACT PRICE"** means the sum named in the contract subject to such conditions thereto or deductions there from as may be made under provisions hereinafter contained.
- (g) **"SITE"** means the lands and other places on/under/in/of, through which the 'work ' are to be executed or carried out and any other lands or places provided by the Board for the purposes of the TENDER.
- (h) **"WORKS"** means the works to be executed in accordance with the TENDER under the relevant schedules.

- 2.0. LANGUAGE:** The Tender and all related correspondence and documents shall be written in English language. The Technical details, relevant drawings and other information shall be provided in English only.
- 3.0. EMAIL/FAX OFFERS** will be treated as **defective**, invalid and rejected. Only detailed completed offers received as specified, prior to the closing time and date of the tender will be taken as valid.
- 4.0. NATIONAL SECURITY:** While evaluating the Tenders, regard would be paid to National defence and security / safety considerations. Offer received from any Tenderer may be summarily rejected on national security consideration without any intimation thereof to the Tenderer.
- 5.0. VALIDITY:** The prices quoted by the tenderer must be firm and should hold good at least for 180 days from the date of opening of the tender.

6.0. INDEMNIFICATION:

The Contractor shall indemnify, protect and defend at its own cost, CHENNAI PORT TRUST and its agents & employees from & against any/all actions, claims, losses or damages arising out of

- a. any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties;
- b. Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.

7.0 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 practicable, and shall seek all reasonable alternative means for performance not prevented by the Force majeure event

8.0 INSURANCE:

The Contractor shall arrange for insurance of employees engaged in the above works at Trust premises.

CHIEF MECHANICAL ENGINEER

- c. Special Conditions of Contract - Schedule 'B'
 - d. General Conditions of Contract - Schedule 'C'
3. The Contractor hereby covenants with the Board to construct, complete 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 construction, completion and maintenance of the works, 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 common seal of the Board of Trustees of the Port of Chennai represented by its Chairman was hereunto affixed and

Shri. P.SHANMUGANATHAN

Chief Mechanical Engineer thereof

has hereunto set his hand in

the presence of

Shri K. MAHALINGAM,

Deputy Chief Mechanical Engineer (W)

Signed and sealed by the Contractor in the presence of

CHIEF MECHANICAL ENGINEER

The signature is made on behalf of you and 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.

CONTRACTOR

ANNEXURE - II

FOR CARRYING OUT SCIENTIFIC METHOD OF CLEANING, IN VARIOUS FRESH WATER HIGH LEVEL RESERVOIR (HLR) AND LOW LEVEL RESERVOIR (LLR), THROUGH ANNUAL MAINTENANCE CONTRACT UNDER TWO COVER SYSTEM"

Dated:_____

FORMAT FOR 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)

CHECK LIST TO BE FILLED BY THE TENDERER – COMMERCIAL.

Sl. No.	DESCRIPTION	YES/NO
1.	EMD and Tender document cost enclosed	Yes/ No
2.	Tender Document signed and sealed in all pages	Yes/ No
3.	Enclosed copies of the audited Annual Financial Turnover (Profit & Loss) statement and balance sheet for the year 2013 - 14, 2014 – 15 and 2015 – 16.	Yes/ No
4.	Enclosed the copies of Work Orders for similar works, successful completion certificates from clients indicating the date of completion, value of work done, work order reference No. & date etc.	Yes/ No
5.	Agreed all Trust's Terms and Conditions.	Yes/ No

TENDERER SIGN WITH SEAL.