

CHENNAI PORT TRUST
No.1 Rajaji Salai
Chennai - 600 001

Tender No. T/WMA3/ 20 /2018/E

**Tender for ANNUAL CONTRACT FOR HOUSE KEEPING, WARD
SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI
PORT**

THROUGH E-PROCUREMENT MODE

Volume - I
(Technical Bid)

Due Date of online submission : 15.00 Hrs. on 26.06.2018
Due Date & Time of bid opening : 15.30 Hrs. on 27.06.2018

CHENNAI PORT TRUST

**“Tender for ANNUAL CONTRACT FOR HOUSE KEEPING, WARD
SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI
PORT.”**

TenderNo:WMA3/ 20/2018/E

THROUGH E-PROCUREMENT MODE

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CHENNAI PORT TRUST
ONLINE BID REFERENCE

TENDER NO. WMA3/20/2018/E

**Tender for ANNUAL CONTRACT FOR HOUSE KEEPING, WARD
SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI
PORT**

THROUGH E-PROCUREMENT MODE

PERIOD OF DOWNLOADING
BIDDING DOCUMENT : FROM 13/06/18 TO 26/06/18

START DATE & TIME FOR
ONLINE SUBMISSION OF BID : 20/06/18 TIME 15.00 HOURS

LAST DATE & TIME FOR
ONLINE SUBMISSION OF BID : 26/06/18 TIME 15.00 HOURS

TIME & DATE OF
OPENING OF TECHNICAL BID : 27/06/18 TIME 15.30 HOURS

TIME & DATE OF
OPENING OF PRICE BID : INTIMATED LATER

PLACE OF OPENING
OF TECHNICAL BID : CHENNAI PORT TRUST,
3rd FLOOR, ADMINISTRATIVE
BUILDING,
No.1, RAJAJI SALAI,
CHENNAI – 600 001.

CHIEF ENGINEER
CHENNAI PORT TRUST

Notice Inviting Tender through e-procurement mode



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

Online tenders through e-procurement mode are invited under Two cover system from the GST registered Contractors/firms who are all satisfy the eligibility criteria for the work of “ANNUAL CONTRACT FOR HOUSE KEEPING, WARD SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI PORT.” as per details furnished hereunder.

Estimated Cost: Rs. 116.51 lakhs (approx)

EMD: Rs. 2,33,100/-

Completion period: 12 months

Minimum Qualification Criteria:

- (i) Average annual financial turnover during the last 3 years ending 31st March 2017, should be at least Rs. 34.95 lakhs (30% of the estimated cost) and
- (ii) Experience of having successfully completed similar works during the last 7 years ending 31st may 2018 as follows:
 - (a) Three similar completed works each costing not less than the amount equal to Rs.46.61 lakhs (40% of the estimated cost) (or)
 - (b) Two similar completed works each costing not less than the amount equal to Rs 58.26 lakhs (50% of the estimated cost). (or)
 - (c) One similar completed work costing not less than the amount equal to Rs 93.21 lakhs (80% of the estimated cost)

Note:- (i) “Similar work” means, “House keeping with ward servicing in any hospital run by Autonomous bodies / Institutions / Universities / PSU / Govt ./ Reputed private hospitals having not less than 100 bed capacity”

Documentary proof such as copy of Notarized or self attested work order / agreement and completion certificate for the similar work experience and audited balance sheets, Profit & Loss account statements for annual turn over certified by Chartered Accountant for meeting the eligibility criteria shall be uploaded under tender document - technical bid link through e-procurement mode. *The successful Tenderer should produce the original documents for verification before award of work.* If the bidder has executed the work for private firms or as a sub contract, the TDS certificate for the particular year along with above mentioned documents shall be uploaded. The price bid of the tenderer will not be opened if the tenderer do not meet the eligibility criteria on technical aspects in cover I. All the documents as per Form-I to Form- XI and Annexure- 1,2, & 3 shall be uploaded through e-procurement portal after scanning in pdf format in the Tender Document – Technical Bid.

The complete tender document can be downloaded from Chennai Port Trust website: www.chennaiport.gov.in under e-procurement portal. The EMD shall be submitted in the form of Bank guarantee/Account Payee Demand Draft/ Fixed Deposit Receipt/Bankers Cheque in single instrument from any of the Commercial Banks drawn in favour of The Chairman, Chennai Port Trust payable at Chennai shall be uploaded with the tender document - Technical bid while submitting the tender electronically in the e-procurement Portal.

The original financial single instrument towards EMD shall be submitted to “Office of the Chief Engineer, Chennai Port Trust” Third floor of old admin building before opening of Technical Bid latest by 15.00 hrs on 27.06.2018 Non submission of EMD within the above period will lead to disqualification of bid.

Note: The exemption certificate from NSIC/MSME is applicable for exemption from payment of EMD only. Copy of NSIC/MSME should be uploaded along with the Technical bid failing which the tender will be **disqualified/ Rejected.**

Down loading period of bid document :

13.06.2018 to 26.06.2018

Start date & time for online bid submission

20.0.2018 at 1200 hrs

Last date & time for online bid submission

26.06.2018 at 1500 hrs

Date& Time of opening of bid

27.06.2018 at 1530 hrs

For details, visit our web site www.chennaiportgov.in & <http://eprocure.gov.in>

T / WMA3/20/ 2018 / E_

CHIEF ENGINEER

**CHENNAI PORT TRUST
NOTICE INVITING ONLINE TENDERS**

Tender No. WMA3/20/2018/E

Tender for **“ANNUAL CONTRACT FOR HOUSE KEEPING, WARD SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI PORT”**

- 1.1 **Online tenders through e-procurement mode are invited by Chennai Port Trust from GST registered reputed Contractors for executing the work of “ANNUAL CONTRACT FOR HOUSE KEEPING, WARD SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI PORT ”**under two cover system. The estimated cost put to tender is **Rs.1,16,51,472/-**
- 1.2 The tender document through **e-procurement mode** is open from **13.06.2018 to 26.06.2018** can be downloaded from the Ch.P.T official website and through e-procurement portal link.
- 1.3 One set of tender document consists of two volumes (Volumes-I & II). Volume-I (Technical Bid) comprises all Technical & commercial offer documents including drawings and Volume-II (Price Bid) comprises all Price bid documents.
- 1.4 The complete tender document including drawing can be downloaded from Chennai Port Trust website: www.chennaiport.gov.in and e-procurement portal link and submit as tender offer on or before the due date and time of submission. The tenderer shall upload the scanned copy of the DD instrument towards the cost of EMD set as proof of payment EMD while submitting the tender electronically in the **e-procurement** Portal. The DD instrument for EMD in original shall be forwarded to Ch.P.T before opening the technical bid. Mere uploading of proof of DD towards EMD in the **e-procurement portal** and non submission in original to Ch.P.T may lead to technical disqualification of bids.
- 1.5 The EMD of **Rs.2,33,100/- (Rupees two lakhs thirty three thousands one hundreds only) as per Clause 16 A** of section-I shall be paid as described in the Tender Document. The tender offer shall have to be submitted by the Tenderer only through **e-procurement mode** as explained in the tender document.
 - 1.5.1 The EMD shall be submitted in the form of Bank guarantee/Account Payee Demand Draft/ Fixed Deposit Receipt/Bankers Cheque in single instrument from any of the Commercial Banks drawn in favour of **‘The Chairman, Chennai Port Trust’** payable at Chennai .

- 1.5.2 The Tenderer who is exempted for payment of EMD from NSIC/MSME shall submit a copy of Exemption Certificate duly notarized and upload a scanned copy.
- 1.5.3 The proof of EMD shall be uploaded as a scanned copy of the instrument through **e-procurement mode** under the Tender Document – Technical Bid while submitting tender electronically in the e-procurement portal. The original EMD must reach Chennai Port Trust in corresponding address before opening of Technical Bid as per the date and time given in this tender. Mere uploading of EMD document in the portal and non-submission of the original EMD at the address given below before the Technical Bid opening date & time will lead to technical bid opening disqualification of the bid by the bidder:-
- Chief Engineer,
No.1, Rajaji salai,
3rd Floor, Administrative office building,
Chennai Port Trust,
Chennai – 600 001.

The original EMD instrument (Bank guarantee/Account paye Demand Draft/ Fixed Deposit Receipt/Bankers Cheque Notarized Copy of Exemption Certificate should be sealed in an envelope) shall be dropped in the Tender Box kept at the above address.

- The tender offer shall have to be submitted by the Tenderer only through **e-procurement mode** as explained in the Tender Document.
- 1.6 The offer (both Techno-Commercial & Price) must be valid for a minimum of **120 days** from the last date of online submission of offer; otherwise the offer shall be rejected as non-responsive.
- 1.7 Bidding is open to all eligible bidders meeting the eligibility criteria as defined in **Clause 4 of Section-I** (Instructions to Bidders) and bidders are advised to note the minimum qualification criteria specified below to qualify for the award of the contract.
- (i) Average annual financial turnover during the last three years ending 31st March 2017, should be atleast **30%** of the estimated cost put to tender (i.e., **Rs. 34.95 lakhs**)
- (ii) Experience of having successfully completed similar works during the last 7 years ending 31st May 2018:
- a) Three similar completed works each costing not less than 40% of the present Estimated cost ie **Rs.46.61 lakhs** (OR)
- b) Two similar completed works each costing not less than 50% of the present Estimated cost ie **Rs. 58.26 lakhs** (OR)
- c) One similar completed work costing not less than 80% of the present Estimated cost ie **Rs. 93.21 lakhs**

“Similar work” means, “House keeping with ward servicing in any hospital run by of Autonomous bodies/ Institutions / Universities / PSU / Govt./ Reputed private hospital having not less than 100 bed capacity”

The value of similar works completed by the bidder will be brought to current costing level by enhancing the actual value of work with the multiplication factor as detailed below for assessing the eligibility of the bidder under experience.

The base year shall be taken as 2017-18.

Year	Multiplication factor
2016-17	1.00
2015-16	1.04
2014-15	1.01
2013-14	1.03
2012-13	1.09
2011-12	1.17
2010-11	1.25

Note: Bidder should indicate actual figures of costs and amount for the works executed by them in the schedule without accounting for the above mentioned factors.

In case the financial figure and the value of completed works are in foreign currency, the above enhancement factors will not be applied. Instead, the foreign currency will be converted into equivalent Indian Rupees (INR) at the State Bank of India BC selling rate as on the date of submission.

Documentary proof such as copy of Notarized or self attested work order/agreement and completion certificate for the technical experience, **the successful bidder should produce original documents for verification by the Chief Engineer or his representative at the stage of Evaluation or as and when required before finalizing the tender** and audited balance sheet, Profit & Loss account statements for annual turn over certified by Chartered Accountant for meeting eligibility criteria shall be uploaded under tender document - technical bid link through e-procurement mode. If the bidder has executed the work for private firms or as a sub contract, the TDS certificate for the particular year along with above mentioned documents shall be uploaded. The price bids of those firms who do not meet the eligibility criteria will not be opened

All the documents as per the Form-I to Form- XI (Contents of qualification questionnaire) and Annexure-1, 2 & 3 (Specimen format for declaration) shall be up loaded through e-procurement portal after scanning in pdf format along with the Tender Document – Technical Bid.

- 1.8 The Employer/Board do not bind themselves to accept the lowest or any tender and reserve the right to accept any tender in part or to reject any tender without assigning any reason there for.
- 1.9 The prospective Tenderer shall submit queries if any through e-tendering portal addressed to the Chief Engineer, Chennai Port Trust, Chennai in connection with this tender well in advance, so that the queries can be clarified. The bidders queries will be clarified through e-procurement portal.
- 1.10 The due date of online submission of offers will be **26.06.2018 at 15.00 hrs**, unless otherwise notified. In the event of changes in the schedules, the Chief Engineer, Chennai Port Trust notifies the same only through www.chennaiport.gov.in and e-procurement portal link.
- 1.11 If the offers are not received according to the instructions detailed here above, they shall be liable for rejection.

**CHIEF ENGINEER
CHENNAI PORT TRUST**

CHENNAI PORT TRUST

TENDER FOR “ANNUAL CONTRACT FOR HOUSE KEEPING, WARD SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI PORT”

INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

1. Bidder should do the registration in the tender site using the ‘Click here to Enroll’ option available.
2. Then the Digital signature of MTNL/SIFY/TCS/nCode/eMudhra or any Certifying Authority is to be registered after logging into the site.
3. Bidder can use ‘My Space’ area to update standard documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.
4. Bidder may read the tenders published in the Port web site and download the required documents/tender schedules for the interested tenders.
5. Bidder then logs into the site using the secured login by giving the user id/password chosen during registration and password of the DSC/e-token class-III.
6. Only one DSC/e-token class-III should be used for a bidder and should not be misused by others. If a bidder uses more than one DSC token, the bid would summarily rejected.
7. Bidder should read the tender schedules carefully and submit the documents as asked, otherwise, the bid will be rejected.
8. If there are any clarifications, this may be clarified through online. Bidder should take into account of the Addendums published before submitting the bids through online.
9. Bidder must prepare the bid documents to be submitted in advance as indicated in the tender and it should be in required format. If there is more than one document, they can be clubbed together.
10. Bidder should submit the EMD as specified in the tender. The original should be posted/couriered/given in person to the

specified location as per Tender Document, latest by the date and time of bid submission.

11. Bidder selects the interested tender by using search option & then moves it to the 'My Favorites Folder'.
 12. From the 'My Favorites Folder' he selects the tender to view all the details indicated.
 13. The Bidder should reads the terms & conditions and accepts the same to proceed further to submit the bid.
 14. The Bidder has to select the payment option as offline to pay the EMD.
 15. The details of the DD instrument / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.
- 15 (a).

EARNEST MONEY **Rs. 2,33,100/-** (Rupees Two lakhs thirty three thousands and one hundreds only)
DEPOSIT

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

As per MSME Act, 2006 (or Erstwhile NSIC Registered parties), Central /State /PSUs will be exempted for submission of EMD, provided party is registered for the similar nature of works as in the tender. However, ChPT reserves the right for rejection of the tender if the certificate submitted by the tenderer is found unsatisfactory for exemption of EMD. Bidder of this tender shall upload a scanned copy as proof of EMD instrument in the Tender Document – Technical Bid while submitting the tender electronically in the e-procurement Portal. The original EMD instrument must reach to the address of the office of Chief Engineer, Chennai Port Trust, 3rd Floor,

Administrative Building, Chennai Port Trust, No.1, Rajaji Salai, Chennai – 600 001 before opening of technical bid as per the date and time given in this tender. Mere uploading proof of EMD instrument in the portal and non-submission of the original EMD instrument at the address given before the technical bid opening date and time will lead to technical disqualification of the bid by the bidder.

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

- 21 Bidder should log into the site well in advance for bid submission so as to submit the bid in time (i.e.) on or before the bid submission time. If there is any delay, due to other issues, bidder only is responsible.
- 22 Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2 MB, it can be reduced by scanning at low resolution and the same can be uploaded. However, if the file size is less than 1 MB the transaction uploading time will be very fast.
- 23 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening, etc., in the e-procurement system. The bidder should follow this time during bid submission.
- 24 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & cannot be viewed by any one until the prescribed date & time of bid opening.
- 25 The confidentiality of the bid is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done
- 26 Any document that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyer's public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 27 For any queries related to portal , the bidders are asked to contact by Mail cppp.nic@nic.in or by phone 1-800-3070-2232 or 91-7878007972 or 91-7878007973 or 1-800-233-7315 well in advance.
- 28 Tenderer is required to submit their tender through online in the form of Two Cover System on or before schedule bid due date of closing and time as notified in NIT. The tender received after the due date and time will not be entertained.
- 29 Tender Document can be submitted online only in the designated e-procurement portal eprocure.gov.in on or before the due date and time. The time of opening of technical bid will be as notified in the NIT.
- 30 Tenderer should submit the tender as per specification of work, drawings and in accordance with the instructions to bidders, General Conditions of Contract.

II. COVER – I DETAILS: TECHNICAL BID

This shall contain the following:-

1. Scanned Copy of BG/demand drafts/Exception certificate towards EMD
2. Scanned copy of Notarized or self attested work order / agreement and completion certificate for similar works.
3. Scanned CA certified Notarized or self attested copy of Auditors balance sheet, P and L account Statement during last 3 years ending March 2017.
4. Scanned copy of documents as per Form I to XI and Annexure-1 to 3
5. Scanned Copy of Form of Bid, Contractors Bid and letter of Submission
6. Technical Bid Document – Cover I (Section I To V) with all amendments and clarification.

The original Bank Guarantee/Payee Demand Draft/ Fixed Deposit Receipt/Bankers Cheque towards EMD must reach Chennai Port Trust in corresponding address before opening of Technical Bid as per the date and time given in this tender.

COVER – II DETAILS : PRICE BID (BOQ) – Price Schedule

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

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

III. EVALUATION PROCESS:

- 1) A proposal shall be considered responsive if –
 - a. It is received by the proposed Due Date and Time.
 - b. It is Digitally Signed.
 - c. It contains the information and documents as required in the Tender Document.
 - d. Contains EMD (wherever applicable)
 - e. It contains information in formats specified in the Tender Document.
 - f. It mentions the validity period as set out in the document.
 - g. It provides the information in reasonable detail. The Port Trust reserves the right to determine whether the information has been provided in reasonable detail.
 - h. There are no significant inconsistencies between the proposal and the supporting documents.

- i. The Technical qualification conforms to as specified in the qualification criteria of General Rules and directions for the guidance of the Tenderer.
 - j. A Tender that is substantially responsive in one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one
 - (1) which affects in any substantial way, the scope, quality, or performance of the Tenderer or
 - (2) which limits in any substantial way, inconsistent with the Tender document, or
 - (3) whose rectification would affect unfairly the competitive position of other Qualified Applicant presenting substantially responsive bids.
 - k. The Port Trust reserves the right to reject any tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port Trust in respect of such Tenders.
 - l. The Port Trust would have the right to review the Technical Qualification and seek clarifications wherever necessary.
- 2)** Since the tender involves selection based on pre-qualification criteria and technical specification, the Chief Engineer will examine and seek clarification if any and list out the firms, which are found technically suitable and Cover-II Price Bid of such tenders only will be opened and EMD will be returned to the disqualified tenderers.
- a. The date and time will be intimated to tenderers whose offers are found suitable and Cover – II of such tenderers will be opened on the specified date and time.
 - b. The cost of stamping Agreement must be borne by the successful Tenderer.
 - c. Tenderers should obtain temporary pass from the Port Asst. Traffic Manager (Central Pass Section) near Anchor Rate Hospital or from the SE(MDO), 3rd Floor, Administrative Office Building, Chennai Port Trust, Rajaji Salai, Chennai – 600 001 to gain entry into the Trust's premises if necessary.
 - d. The **Fax/E-Mail offers will be treated as defective, invalid and rejected.** Only detailed complete offers received through online prior to closing time and date of the tenders will be taken as valid.

**CHIEF ENGINEER
CHENNAI PORT TRUST**

CHENNAI PORT TRUST

Tender for “ANNUAL CONTRACT FOR HOUSE KEEPING, WARD SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI PORT.”

THROUGH E-PROCUREMENT MODE

VOLUME I

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CHENNAI PORT TRUST

Tender for “**ANNUAL CONTRACT FOR HOUSE KEEPING, WARD SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI PORT**”

SECTION I INSTRUCTIONS TO BIDDERS

1. Scope of Bid

1.1 Chennai Port Trust hereinafter termed “the Employer” invites online bids for the “**ANNUAL CONTRACT FOR HOUSE KEEPING, WARD SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI PORT**” as defined in the bid documents (hereinafter referred to as the ‘Works’).The bidderer may submit bid for the works detailed in the NIT through e-procurement mode.

1.2 The Contract period is **12 months** from the date of commencement of the work as detailed elsewhere in the contract.

2. Source of Funds:

2.1 The Employer has arranged the funds from internal resources and will have sufficient funds in Indian Currency for execution of the works.

3. Eligible Bidders

3.1 The invitation for Bids is open to all eligible bidders meeting the qualification criteria as defined in **Clause.4**

3.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Employer in accordance with **Clause 35**.

4. Eligibility Criteria

4.1 The bidders shall upload the following information and documents.
Tender Document – Technical Bid submission as

(a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; of the Bid to commit the Bidder;

(b) Annual financial turnover during last three years **ending 31st March 2017** in Form-II

(c) Experience in works of a similar nature and size for each of the last seven years **ending 31st May 2018** in Form-IV

(d) major items of equipment proposed to carry out the Contract;

(e) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years;

4.2 To qualify for award of the contract, bidders are advised to note the **minimum qualification criteria** specified below:

(i) Average annual financial turnover during the last three years ending 31st March 2017, should be atleast **30%** of the present estimated cost (i.e., **Rs. 34.95 lakhs**)

(ii) Experience of having successfully completed similar works during the last 7 years ending 31st May 2018:

a) Three similar completed works each costing not less than 40% of the present Estimated Cost ie., **Rs. 46.61 lakhs** (OR).

b) Two similar completed works each costing not less than 50% of the present Estimated Cost ie., **Rs.58.26 lakhs** (OR).

c) One similar completed work costing not less than 80% of the present Estimated Cost **Rs.93.21 lakhs**

“Similar works” means “**House keeping with ward servicing in any hospital run by Autonomous bodies / Institution / Universities / PSU /Govt./ Reputed private hospital having not less than 100 bed capacity**”

The value of similar works completed by the bidder will be brought to current costing level by enhancing the actual value of work with the multiplication factor as detailed below for assessing the eligibility of the bidder under experience.

The base year shall be taken as 2017-18.

Year	Multiplication factor
2016-17	1.00
2015-16	1.04
2014-15	1.01
2013-14	1.03
2012-13	1.09
2011-12	1.17
2010-11	1.25

Note: Bidder should indicate actual figures of costs and amount for the works executed by them in the schedule without accounting for the above mentioned factors.

In case the financial figure and the value of completed works are in foreign currency, the above enhancement factors will not be applied. Instead, the foreign currency will be converted into equivalent Indian

Rupees (INR) at the State Bank of India BC selling rate as on the date of submission.

Documentary proof such as copy of Notarized or self attested work order / agreement and completion certificate for the technical experience, **the successful bidder should produce original documents for verification by the Chief Engineer or his representative at the stage of Evaluation or as and when required before finalising the tender** and audited balance sheet, Profit & Loss account statements for annual turn over certified by Chartered Accountant for meeting eligibility criteria shall be submitted under tender document- technical bid link through e-procurement mode. If the bidder has executed the work for private firms or as a sub contract, the TDS certificate for the particular year along with above mentioned documents shall be submitted. The price bids of those firms who do not meet the eligibility criteria will not be opened.

All the documents as per the Form-I to Form- XI (Contents of qualification questionnaire) and Annexure-1 to 3 shall be uploaded through e-procurement portal after scanning in pdf format in the Tender Document – Technical Bid

4.3 Even though the bidders meet the minimum qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.,

5. **One Bid per Bidder**

Each Bidder shall submit only bid for one package. A bidder who submits or participates in more than one bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

6. **Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of his Bid through on line, and the Employer will in no case be responsible and liable for those costs.

7. **Site Visit**

7.1 The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the site shall be borne by the tenderer. Permission required to visit the site will be given during the tender period on application to:

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

Telephone : 044 – 2536 0646; 044 – 2539 3927

Fax : 044 – 2536 0968

- 7.2 The tenderer and any of his personnel or agents will be granted permission by the Engineer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel and agents, will release and indemnify the Engineer or his nominee from and against all liability in respect of such inspection and will also be responsible for death or personal injury, loss or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- 7.3 It is the responsibility of Tenderers to visit the site as set out in 7.1 above and obtain all information necessary for the purpose of preparing Tenders. Tenderers must inspect and fully satisfy themselves as to:
- The requirements and extent of the Works.
 - The means of access to the Site.
 - The topographical and bathymetric features of the Site which may affect the tender.

8. **Content of Tender Documents**

The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with **Clause 10:**

8.1 **VOLUME – I (TECHNICAL BID) UNDER COVER I**

- a) Notice Inviting Tender
- b) Instructions for on line tender submission
- c) Section I - Instructions to Bidders.
- d) Section II - Scope of work.
- e) Section III - Terms and Conditions of Contract
- f) Section IV - General Conditions of contract
- g) Section V - Schedule of Drawings
- h) Form of Agreement
- i) Pre-qualification Questionnaire (I To XI)
- j) Format for Declaration – (Annexure-1)
- k) Indemnity bond undertaking proforma for ‘PF’- (Annexure-2)
- l) Indemnity bond undertaking proforma for ‘ESI – (Annexure-3)
- m) Proforma for bank guarantee for security Deposit
- n) Preamble to Bill of quantities.

VOLUME – II (PRICE BID) UNDER COVER II

- (i) Bill of quantities.

- 8.2 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, drawings, and annexure in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder’s own risk. Pursuant to **Clause 26** hereof, bids which are not

substantially responsive to the requirements of the bid documents shall be rejected.

9. **Clarification of Bidding Documents**

A Prospective Tenderer requiring any clarification regarding the tender documents may notify the through e-procurement portal or E-mail **dycemdo@ yahoo.in** at the Chief Engineer's address indicated in the Invitation of Tenders. The Engineer will respond to any request for clarification, which he receives 7 days prior to the deadline for submission of tenders.

10 Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the Chief Engineer may modify the bidding documents by using addenda.

10.2 Any addendum thus issued shall be part of the bidding documents and shall be hosted in Ch.P.T web site and e-procurement portal. The amendment so issued will form part of the tender document and shall be binding upon the tenderers.

The responsibility of downloading such addendum/amendment from Ch.P.T website and e-procurement portal fully lies with the bidder

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

11. Preparations and Submission of Bid

11.1 Language of the Bid

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

12 Documents comprising the Bid

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

A) Technical Bid (Volume I)

The following documents shall be submitted online only

1. Scanned Copy of BG/ demand drafts/Exemption certificate towards EMD
2. Scanned copy of Notarized or self attested work order / agreement and completion certificate for similar works.
3. Scanned CA certified copy of Notarized or self attested Auditors balance sheet, P and L account Statement during last 3 years ending March 2017
4. Scanned copy of documents as per Form I to XI and Annexure-1 to 3
5. Scanned Copy of Form of Bid, Contractors Bid and letter of Submission
6. Technical Bid Document – Cover I (Section I To V) with all amendments and clarification.

The original Bank Guarantee/Account Payee Demand Draft/ Fixed Deposit Receipt Bankers Cheque in single instrument from any of the

Commercial Banks drawn in favour of **'The Chairman, Chennai Port Trust'** payable at Chennai towards EMD must reach Chennai Port Trust in corresponding address before opening of Technical Bid as per the date and time given in this tender.

Price Bid (Volume- II)

- i) Priced Bill of quantities duly filled.

13. Bid Prices

- 13.1 The contract shall be for the whole works as described in **Sub-Clause 1.1**, based on the priced Bill of Quantities submitted through e-procurement portal by the Bidder.
- 13.2 The Bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities through e-procurement portal .xle format. Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 13.3 Contribution towards ESI, labour Cess and other levies payable by the contractor under the contract, or for any other cause shall be included, **except GST** in the Base price of the BoQ.

Note: The Rates quoted shall be inclusive of all Taxes but excluding cost of GST.

14. Currencies of Bid and payment

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

15. Bid Validity:

- 15.1 Bids shall remain valid for a period not less than **120 days** after the deadline date for bid submission specified in **Clause 20**. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder agreeing to the request will not be permitted to modify his bid and also shall submit an extension for EMD, if necessary .

16. Bid Security (Earnest Money Deposit – EMD)

- A.** The bidder shall have to pay the Earnest Money Deposit of **Rs.2,33,100/-**.
- B.** The EMD be payable in the form of Bank Guarantee/Account payee / Demand Draft/Fixed Deposit Receipt / Banker's Cheque from any of the Commercial Bank, safeguarding the bidder's interest in all respects in favour of **"The Chairman, Chennai Port Trust"** payable at **Chennai**

17. Alternative Proposals by Bidders

Not applicable

18. Format and signing of Bid

18.1 The Bid shall be in online mode.

18.2 The Bid shall contain no alterations or additions, except those comply with instructions issued by the Employer.

19. Sealing and Marking of Bids

19.1 The bidder shall put original bid security document as per **Clause No.16**, hereof in one envelope and properly seal and mark as “**Bid Security**”.

19.2 The envelopes shall

a) be addressed to “The Chief Engineer, Chennai Port Trust, No.1 Rajaji Salai, Chennai-600 001”

b) bear the following identification:

Bid for “ANNUAL CONTRACT FOR HOUSE KEEPING, WARD SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI PORT”.

Bid Reference No: T/WMA3/20/2018/E

DO NOT OPEN BEFORE(15.30HRS & DATE: 27.06.2018)

Name and Address of the Bidder

The bid security should be reached to (**Tender no. T/WMA3/20/2018/E**) the office of The Chief Engineer, 3rd floor of Administrative Building, Chennai Port Trust, No.1 Rajaji Salai, Chennai-600 001 **upto 15.00 hrs on 27.06.2018** and open at **15.30 hrs.** on the same date in presence of the tenderers who may wish to be present.

19.3 In addition to the identification required in **Sub-Clause 19.2**, the envelopes shall indicate the name and address of the bidder to enable the bid security to be returned unopened in case it is declared late, pursuant to **Clause 21**, or the bid is declared non responsive. If the envelopes are not sealed and marked as above, the Chief Engineer will assume no responsibility for the misplacement or premature opening of the Bid security.

19.4 Tender document of complete set of document including quoted bid price have to be up loaded online only before deadline for online submission of bid.

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

20. Deadline for online Submission of Bids

20.1 The completed bid shall be submitted in the electronic form by

1500 Hrs. on 26.06.2018 only through e-procurement portal.

20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with **Clause 10**, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

20.3 Price should be quoted in a spread sheet file (.xls format) available in e-procurement Portal only. Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The bid submitted through e-procurement mode only will be taken up for the purpose for evaluation.

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

21 Late Bids

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

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

22. Modification, Withdrawal and Resubmission of Bids

22.1 Bidders may modify the offers by withdrawing their already freezed bids in online only through e-procurement portal (after submission of bid) and resubmit/ upload the revised offer before the deadline prescribed in **Clause 20**.

22.2 No bid shall be withdrawn and resubmitted through e-procurement portal by the bidder after the deadline for submission of bids.

22.3 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in **Clause 15.1** above or as extended pursuant to **Clause 15.2** may result in the forfeiture of the Bid Security pursuant to **Clause 16**.

22.4 Bidders may only modify the prices and other required details of their Bids by Resubmitting Bid only in accordance with this clause through e-procurement portal.

Bid Opening and Evaluation

23. Bid Opening

- 23.1 On the due date and time as specified in **Clause 20**, the Employer will first open Technical bids of all bids received online (except those received late) including resubmitted pursuant to **clause 22** in presence of the Bidders or their representatives who choose to attend. In the event of specified date for bid opening declared as holiday by the Employer, the bid will be opened at the appointed time and location on the next working day.
- 23.2 If all Bidders have submitted unconditional Bids together with requisite Bid security, then all Bidders will be so informed then and there. If any Bid contains any deviation from the Bids documents and / or if the same does not contains Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly.
- 23.3 The date and time of opening of price bid (cover-II) shall be intimated to the qualified tenderers based on the evaluation of the technical bid. The price bid (cover-II) of such eligible tenderers shall be opened on the specified date and time in the presence of the qualified tenderers or their authorized representatives.

24. Process to be Confidential

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

25. Clarification of Bids

- 25.1 To assist in the examination and comparison Bids, the Employer may, at his discretion, ask any bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic / typing errors discovered by the Chief Engineer in the evaluation of the Bids in accordance with **Clause 27**.
- 25.2 Subject to **Sub-clause 25.1**, no Bidder shall contact the Employer on any matter relating to his bid from the time of the online bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Chief Engineer, he should do so in online mode /writing only.
- 25.3 Any effort by the Bidder to influence the Chief Engineer's bid evaluation, bid comparison, or contract award decisions, may result in the rejection of his bid.

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

26.1 Prior to detailed evaluation of Technical Bids, the Employer will determine whether each the bid (a) meets the eligibility criteria defined in **clause 4** (b) has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall inter alia include a provision to bind the bidder to settlement of disputes clause; (c) is accompanied by the required Bid Security and cost of tender document; (d) is responsive to requirements of the bidding documents.

26.2 A substantially responsive Technical and financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without materials deviation or reservation. A materials deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way; the Employers' rights or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

26.3 If a Technical Bid is not substantially responsive, it will be rejected by the Employer. The financial bid of those bidders whose Technical bid has been determined to be non-responsive shall not be opened in online mode.

27 Correction of Errors (in Price Bid)

27.1 Not applicable for online tenders.

28. Evaluation and Comparison of Bids

28.1 The Employer will evaluate and compare only the Bids determined to be responsive in accordance with **Clause 26**.

Award of Contract

29. Award Criteria

29.1 The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be **(a)** eligible in accordance with the provisions of **Clause 3**, and **(b)** qualified in accordance with the provisions of **Clause 4**. The second bidder (i.e.L2) shall be kept in reserve and may be invited to match the bid submitted by the (L1) bidder in case such bidder withdraws or is not selected for any reason.

30. Employer's Right to accept any Bid and Reject any or All Bids

Notwithstanding **Clause 31**, the Employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder of the grounds for the Employer's action.

31. Contract Agreement

The tenderer shall, if his tender is accepted enter into and execute an agreement in the form prescribed when called upon to do so with such modifications as agreed upon prior to the date of acceptance of the tender and until the formal agreement is prepared and executed, this tender together with the written acceptance shall form a binding contract between the Employer and the contractor. All costs, charges and expenses including stamp duty in connection with the contract as well as preparation and completion of agreement shall be borne by the contractor. Until such contract agreement is executed, this tender together with the written acceptance shall form a binding contract between the Port and the Contractor and shall be the contract. The agreement shall be executed only after the remittance of security deposit.

32. Security Deposit (Performance Security)

Performance Security shall consist of two parts; a) Performance Guarantee to be submitted at award of work and b) retention money to be recovered from Running Bills.

32.1 Performance Security should be 10% of Contract price of which 5% of contract price should be submitted as Account payee Demand draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee from a Commercial Bank **enforceable and encashable at Chennai** within 10 days of receipt of work order and balance 5% recovered as retention Money from Running Bills. Recovery of 5% of Retention Money is to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money and security deposit collected as per clause may be refunded within 14 days from the date of payment of final bill.

32.2 Failure of the successful bidder to comply with the requirements of **Clause 32** shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

32.3 Performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder including warranty obligations.

33 Advance Payment

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

34 Refund of EMD (Bid security)

34.1 Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

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

34.2 Bid security should be refunded to the successful bidder on receipt of Performance Security. The earnest money shall retain its character, as such, till the successful tenderer furnishes the security deposit.

- 34.3 Where a person whose tender has been received on behalf of the Board intimates that they are withdrawing their tender before the validity period or makes any modification in the terms and conditions of the tender which are not acceptable to the Port (or) fail to furnish the security deposit within the prescribed time, the Port shall without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money deposited by such person absolutely.
- 34.4 The cost of stamping the agreement must be borne by the successful tenderer.
- 34.5 The Engineer does not bind himself to recommend the acceptance of the lowest or any tender or to assign any reason for non-acceptance and reserves to himself the right to divide the contract between two or more tenderers

The Bid Security may be forfeited, if

- a) The Bidder withdraws / modify their bids during the period of Validity; or
- b) Fails to sign the Agreement or
- c) Fails to submit performance security before the deadline defined in the bid document

35. Corrupt or Fraudulent Practices:

35.1 The Employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer:

(a) defines, for the purpose of these provisions, the terms set forth below as follows:

(i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

(b) will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

36. INTEGRITY PACT

The integrity pact available in the tender document is an integral part of this tender document and all bidders have to execute the same and upload during bid submission. In case a bidder does not execute the integrity pact, his bid shall be liable for rejection. The names of the IEM's (Independent external Monitors) are given below.

Shri.M.Selvaraj, Ex-Director (Fin)

Flat No.248, Wing D-2, Om Shubhkarma CHS Ltd.,
Karmakshetra, S.S.Nagar,
Mumbai – 400 037.

Shri.Ramabadrnan Krishnan, Ex-Director (HR),

A-4, ALKAPURI,
Bhopal – 462024,
Madhya Pradesh.

37. The tenderer should submit along with his tender the latest Income Tax Clearance Certificate from the Income Tax Authorities concerned and also quote his Permanent Income Tax Account No .in his tender.
38. Only such vehicles as are licensed by the Board will be permitted to enter into the Harbour premises.

37. Conciliator

The Employer proposes that CIDC – SIAC Arbitration Centre be appointed as Conciliator under the contract as provided in **sub-clause 74 of General conditions of contract**. If the bidder disagrees with this proposal, the bidder should so state in the bid.

(To be uploaded online)
FORM OF BID

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

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

To

The Chief Engineer,
Chennai Port Trust,
Chennai – 600 001.
Tamil Nadu, INDIA.

Sir,

Being duly authorised to represent and act on behalf of hereinafter called “the tenderer” and having visited the site and examined the Drawings, Conditions of Contract, Specifications, Schedules and Bill of Quantities for the work of **“Tender for Annual contract for house keeping, ward servicing and washing at main hospital building of Chennai Port”** and

- (a) We offer to execute the work in conformity with the said drawings and Conditions of Contract, Specifications, Schedules and Bill of Quantities for the sum of Rs..... (Rupees(Rate shall not be filled in)).
2. We undertake, if our Tender is accepted, to achieve completion of the various sections of the Works within the periods specified in this Schedule.
 3. If our Tender is accepted we will furnish a Security Deposit as Account payee Demand draft /Fixed Deposit Receipt from a Commercial bank,/ Bank Guarantee from a Commercial Bank **enforceable and encashable at Chennai** within 10 days of issue of work order in accordance with **Clause 32 of Section I**.
 4. We agree to abide by this Tender for the period of **120 days** from the date fixed for receiving the same or such further period as may be mutually agreed upon and it shall remain binding upon us and may be accepted at any time before the expiration of that period should we fail to abide by our Tenders during the above said period of **120 days** or such extended period as mutually agreed upon the Port shall be at liberty to forfeit the Earnest Money deposited by us.
 5. Unless and until a formal Agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.
 6. (i) We understand that the Chennai Port Trust reserves the right to,
 - a) Amend the scope of tender and value of contract under this work;
 - b) Reject or accept any tender including the lowest, cancel the tender process and reject all tender.

- c) Agree or reject our alternative proposal without assisting any reasons.
6. (ii) We agree that the Chennai Port will not be liable for any such action and will be under no obligation to inform the tenderer of the grounds for such action.
7. If our Tender is accepted we understand that we are held fully responsible for the due performance of the Contract.
8. We have furnished Earnest Money in the form of as Account payee Demand draft, Fixed Deposit Receipt from aCommercial bank, Bank Guarantee from aCommercial Bank **enforceable and encashable at Chennai** for the amount of **Rs.2,33,100/- (Rupees Two lakh Thirty three thousand and one hundred only)**. If our Tender is not accepted, the Earnest Money shall be returned to us on our application within period as specified in the tender for the return of such EMD amount. If our Tender is accepted the Earnest Money shall be refunded on production of a Guarantee as contemplated in the relevant Clause for an amount equivalent to 5% of the Contract Value, with good and sufficient sureties as may be required for the faithful performance and proper fulfillment of the Contract and execute the Contract Agreement as required by the terms of this Tender.
9. We agree that in addition to the Security Deposit in any one of the forms described in **Clause - 32 of Section I** with good and sufficient sureties furnished by us for the faithful performance and proper fulfillment of the Contract, we shall permit the port at the time of making any payment to us for work done under the Contract to deduct at the rate of 5% of the total value of the Interim or running bill from each Interim or running bill towards Retention Money till the whole of the Retention Money at 5% of the Contract Sum is realised.
10. We agree to execute all the works referred to in the Tender Documents upon the Terms and Conditions contained or referred to therein and to carry out such deviations as may be ordered.
11. We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.
12. We also make specific note clauses of (ITB, NIT) under which the contract is governed.
13. In case of out station firms, having a branch in India for liaison purposes, herein we mention the Name of the Contact person and Tel. no. Fax No. and mail-Id and also the complete postal Address of the firm.
.....
.....
.....
.....
14. We understand that the communication made with the Firm at (13), by the Port shall be deemed to have been done with us.

Signed: (Signature of person whose name and capacity are shown)
In the capacity of : (Legal capacity of person signing the form of tender)

Name : (Complete name of person signing the Form of Tender)
Duly authorized to sign the Tender for “ANNUAL CONTRACT FOR HOUSE KEEPING, WARD SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI PORT” and on behalf of.....

Dated on..... day of,..... (date of signing)

(To be uploaded online)

CONTRACTOR'S BID

TENDER FOR "ANNUAL CONTRACT FOR HOUSE KEEPING, WARD SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI PORT"

To

**The Chief Engineer,
Chennai Port Trust**

No.1, Rajaji Salai,
Chennai – 600001.

GENTLEMEN,

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

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely **"Prevention of Corruption Act 1988"**

We hereby confirm that this Bid complies with the Bid Validity and Bid Security required by the Bidding documents.

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

Yours faithfully,

Authorized signature:.....

Name & Title of signatory:.....

Name of Bidder:.....

Address:.....

Notes:

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

CHENNAI PORT TRUST

**TENDER FOR “ANNUAL CONTRACT FOR HOUSE KEEPING, WARD
SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI
PORT”**

Pre-QUALIFICATION OF BIDDERS

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

(To be uploaded online)

CHENNAI PORT TRUST

TENDER FOR “ANNUAL CONTRACT FOR HOUSE KEEPING, WARD SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI PORT”

LETTER OF SUBMISSION- COVERING LETTER

(ON THE LETTER HEAD OF THE BIDDER)

Date :

To

The Chief Engineer (Civil),
Chennai Port Trust,
No.1,Rajaji Salai,
3rd floor , Adminstrative office Building,
Chennai – 600 001

Sir,

Sub : The work of **“Annual Contract For House Keeping, Ward Servicing And Washing At Main Hospital Building Of Chennai Port”**

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

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

- (i) Tender Document along with Addendum No ----,
- (ii) Letter of application (Form I)
- (iii) Annual Turnover of the firm-Financial capacity (Form II)
- (iv) Summary of current Contract commitments / Works in Progress(Form – III)
- (v) Experience in “House keeping with ward servicing in any hospital run by Autonomous bodies / Institution / Universities / PSU /Govt./ Reputed private hospital having not less than 100 bed capacity” in the last 7 years (Form – IV)
- (vi) Plant and equipment proposed for the work (Form - V)
- (vii) Personal / staff proposed for the work (Form –VI)
- (viii) Proposed Site Organization Details (Form VII)
- (ix) Additional Information (Form VIII)
- (x) Bid Security/EMD In the form of DD bearing No -----
-dated -----, for Rs..... Issued bybank
- (xi) Bank information for e- payment (Form IX)
- (xii) Details of GST Registration (Form X)
- (xiii) Proforma of Integrity Pact (Form XI)
- (xiv) Specimen format for declaration annexure-I
- (xv) Indemity Bond undertaking Proforma for ‘PF’ (annexure-II)
- (xvi) Indemity Bond undertaking Proforma for ‘ESI’ (annexure-III)
- (xvii) Proforma for BG for Security Deposit

Signature
(Authorised Signatory)

CONTRACT DATA

Tender for ANNUAL CONTRACT FOR HOUSE KEEPING, WARD SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI PORT.

1.	Amount of Security Deposit.	32/Section I	5% of the contract price
2.	Date of commencement of work	28/Section III	The work shall be taken to have been commenced from the date on which the contractor takes over the site or the tenth day of issue of work order of the tender whichever is earlier.
3.	Period of completion	28/Section III	12 months from the date of commencement of work.
4.	Retention Money	37/Section II	Retention Money at 5% will be deducted from each running bill subject to a maximum accumulation of 5% of the contract price
5.	Advances	65 /Section III	No advance is envisaged in this contract.
6.	Escalation	69/Section III	The Quoted rates shall be firm throughout the tenure of the contract. No escalation is payable.

Signature
(Authorised Signatory)

MEMORANDUM

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

I. **Memorandum**

- 1. General Description:** **“ANNUAL CONTRACT FOR HOUSE KEEPING, WARD SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI PORT.”**
- 2. Estimated Cost:** Rs. 1,16,51,472/-
- 3. Earnest Money:** Rs.2,33,100/-
- 4. Security Deposit:** 5% of the accepted tender value in the form as specified in **Clause – 32 of Section I.**
- 5.Retention Money:** 5 % of value of Interim Bill recoverable from each interim payment till total amount recovered accumulate to 5% of the contract price as per **Clause 37 of Section II.**
- 6. Period of Completion:** **12 months** from the date of commencement of work.
- 7. Delay in commencement of work and forfeiture of Earnest Money Deposit:** a. should this tender be accepted in whole or in Part, I / we hereby agree: (i) to abide by and fulfill all the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tenders so far as applicable and or in default thereof to forfeit and to pay the Chairman, Chennai Port Trust or his successors in office, the sum of money mentioned in the conditions. A sum of **Rs.2,33,100/-** is hereby forwarded in Demand Draft / Fixed deposit/Bankers cheque /BG as Earnest Money. If I / we fail to commence the work specified in the above memorandum, I / we agree that the said Chairman, Chennai Port Trust or his successors in office shall, without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely, otherwise the said Earnest Money shall be returned by him as mentioned against **Clause 4** of the above mentioned memorandum.

- b) To execute all the works referred to therein the tender documents upon the terms and conditions contained or referred to therein and carryout such deviations as may be ordered.

Signature

CHENNAI PORT TRUST
**TENDER FOR ANNUAL CONTRACT FOR HOUSE KEEPING, WARD
SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI
PORT**
SECTION – II

SCOPE OF WORK

1. Area of work:

1.1 All the ward areas, all OP areas of Medical Block, IInd Floor of Surgical Block, casualty, all office/ rest rooms, kitchen/ stores, board room, laboratories, pharmacy, verandah, passages, ramps, all toilets, bathrooms and stair case, common areas, inside lift/ lift rooms, mortuary, washing area (Dhoby) including cleaning all the doors, windows, partitions, ventilators, racks, A/C, computers, TV, signage, Venetian blinds, glass, grills, furniture and sanitary fittings such as water closets, urinals, wash basins, sink, drainage channels in ground floor, first floor, and second floor of Main Hospital building and II Floor of Surgical Block, including cleaning the parking area , open area around the Medical Block, terrace and cleaning of all manhole around hospital building and also maintenance of garden/ greenery in Chennai Port will be in the scope of housekeeping services to be provided by the contractor.

1.2 All ward areas of male, female, children, maternity, ICU, Gyanec, Casualty etc., at ground, first & second floor and laboratory services in all labs and IInd Floor of Surgical Block. Including removing the cobwebs & washing the above mentioned floor area, ward area, laboratories, verandah and passage including around the building, common area, portico, bio medical waste room, kitchen room, dust bins all around the building, cleaning with soap water etc., and all man holes around the building to be cleaned in main Hospital in Chennai Port will be in the scope of ward services and washing to be provided by the contractor.

2. Cleaning Services:

The aim and objective is to provide a high level of a clean, hygienic and presentable look to the entire area as described above clause. The contractor and his management team will supervise the awarded work. The Contractor has to ensure that the staffs deployed are dressed in neat and clean uniform approved by the Chennai Port. Officials of Chennai port will also monitor the entire work and staff.

3. House keeping works

Housekeeping/ cleaning services should be provided round the clock in 3 shift basis on all days including Sundays & holidays, so that all areas are neat and tidy condition all the time. Working hours should be adjusted in such a manner that cleaning work in the morning should be completed well before 8.30 A.M in rooms where work will start at 9 am. Contractor will arrange manpower for special VIP visits at no extra cost and provide full support and cooperation during Hospital accreditation process. Housekeeping staff has to do sweeping, cleaning and mopping activities as per the periodicity listed below for all the area as mentioned in clause 1.1 of scope of work.

House keeping periodicity

1	Sweeping the floors / verandah / staircase / ward .	2 times in a shift
2	Mopping the floors with wet cloth using soap water (or) any other liquid detergent (Antiseptics)	2 times in a shift and as and when required
3	Cleaning the toilets including floors and sanitary fittings such as wash basin, mirror, sink in the verandahs using liquid detergent / floor cleaner	1 time in a shift and as and when required
4	Cleaning the doors, windows, ventilator portions, staircase handrails, with soap water / liquid detergent and wiping with dry cloth or chamois leather -	Daily Once
5	Washing the floor area, ward area, laboratories, verandah and passage with soap water etc	Once a week
6	Cleaning all manholes around the main hospital building	Once a week

4. Ward servicing and washing

Ward servicing and washing services should be provided round the clock in 3 shift basis on all days including Sundays & holidays, so that all areas are neat and tidy condition all the time.

Ward service personnel has to do ward service activities as per the periodicity listed below for all the area as mentioned in clause 1.2 of scope of work.

Washing periodicity

Day	Place of washing
Sunday	ICU, MRD, Sergeant Room
Monday	SN, (W)Ho rooms, Women Luscars room Children & Maternity ward
Tuesday	MMW, (M) HO,I Floor of medical Block
Wednesday	Lab, Labour Ward and surrounding areas
Thursday	II Floor Surgical Block
Friday	FMW, CMO Office and surrounding areas of II Floor Medical Block
Saturday	Casualty

Responsibility of Ward service personnel :

1. To dust and scrub the various articles with diluted sterile solution
2. To do sponging and sterile preparation for surgeries
3. To get indent from purchase and pharmacy
4. To follow up the instruction of Nurses/Superiors
5. To assist the Doctors/Nurses in Procedures in the Wards
6. To assist when shifting the patient to other department for different purposes
7. Clean the bed side lockers, over bed food trollies, cots & assists in bed making.
8. Clean / scrub articles/ utilities.
9. To assist in fetching indent items.
10. Clean the associated toilet and disinfectant.
11. Disposal of bio medical waste.
12. Clean the dialysis RO plant.
13. Remove and exchange of used linen
14. Preliminary washing of soiled linen
15. Empty and clean urinals and bed pans
16. Empty urine bags
17. Aid the HO / Attender in transporting patients (wherever / whenever required)
18. Mobilise samples to the lab

19. Packing/ Draping of bodies in the event of death and transporting the same to mortuary

Responsibility of Lab Assistants

1. Cleaning daily working table areas of the laboratory
2. Transporting samples from the outpatient collection center to the clinical laboratory as early as possible
3. Dispatching the reports from the clinical laboratory to the outpatient department & inpatient results in emergency situations
4. Cleaning all glassware items and micro slides, instruments daily.
5. Preparation of out patient blood collection room and arranging the required things for sample collections & Assist in taking samples for pediatric cases.
6. Cleaning & drying the test tubes, slides, tiles & taps, Working tables and all instruments daily
7. To coordinate along with housekeeping and to see that the department is kept clean and tidy daily.
8. Collection of urine and motion samples and discarding them in the lab
9. Distributing and washing specimen container / tubes
10. Maintaining cleanliness of lab work benches.
11. Handling, discarding of Histopathological specimens,
12. Cleaning the containers and returning to respective Specialties/ OT
13. Any other related jobs assigned by the Lab MO / Duty Nurse with respect to cleanliness of Lab / Ward respectively.

Responsibility of OPD assistants

1. Helping OP Reception Staff During Admissions & Assist Patient Whenever and where ever
2. wheel chairs is required
3. Preparation of male patients for various test
4. Shifting the Echo, ECG, X-Ray Machine if necessary
5. Attending the needs of OP desk like Xeroxing, arranging the folders etc.,
6. Medicines to ICU, CCU (Of Patients)

7. Regulating the attenders & ensure the OPD area is not crowded
8. Rendering in help in patients in admissions
9. Arranging reports
10. Helping the out patient & reception procedure along with OP I/C Nurse
11. Collecting the patient report from the MRD, LAB if required

Additional terms of reference for ward service

1. Both male and female staff should be posted in areas like wards, ICUs, casualty and OPD
2. Female patients should be attended by female staff only.
3. Offering and assisting the patient with kidney tray, urinals, bed pans, sputum cups when required and disposing the contents in the sluice room, clean, disinfect and keep it ready for next use.
4. Cleaning the patients who have soiled themselves with stool, urine, vomitus with assistance of Patient attendant / Nursing orderly / Staff nurse / Nursing sister.
5. Washing linen which are soiled by urine, vomitus, faeces and others with 1% hypochlorite solution and send to laundry.
6. Assist in transporting dead bodies to mortuary and dispose off dead fetus and amputated limbs or other parts to BMW collection point.
7. Assist in fumigation of ICUs, Wards and Special Wards as per schedule.
8. Cleaning, mopping, disinfecting OT floors, walls, ceilings/OT lights morning before starting case, in between cases and terminal cleaning at the end of the day.
9. Clean the patient's bed, lockers, trolleys, wheel chairs and surrounding areas twice a day or when client is discharged or when soiling occurs.
10. Cleaning and carbolization of ICU beds, OT beds between cases.
11. Washing of slippers in ICU's, OT, dialysis etc.
12. Scrubbing / cleaning of toilets, wash basins, sanitary fittings, glasses, toilets, floors, etc.

13. Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles. Re-stock toiletries, which include liquid hand soap, toilet rolls, air fresheners, sanitary cubes, naphthalene balls in toilets, etc. after daily check-ups in the morning, afternoons and on call basis during daytime.
14. Any additional work assigned by the sister I/C of the area where the ward staff has been placed on duty. Once assigned an area the ward staff will be under the control and supervision of the sister I/C on duty of that area.

5. Pest and Rodent Control Services

1. The Contractor shall take effective measures for Rodent and Disinfection Services including fogging etc. in the area under contract.
2. The Contractor shall use chemicals that are harmless to humans and machines and treated area. MSDS report of these chemicals should also be attached. These chemicals, tools required for pest and rodent control and man power needed has to be arranged /allocated by the contractor himself.
3. The Contractor will be responsible for any damage to human/machinery by any chemicals used by him. Any damage caused to machinery/books due to rodent and disinfection services in the areas covered under contract shall be made good by the Contractor.
4. The Contractor will submit a detailed plan for carrying out the Pest and Rodent Control Services for the approval of CMO.

6. Housekeeping Monitoring and Control

For better management and smooth services, the following monitoring mechanism will be adopted by the Contractor.

6.1. Toilets Checklist

This is to be attached on the back of the toilet door. It is to be filled up by the Contractor supervising staff on duty daily.

6.2. Management / Housekeeping Service Requirements/ Complaints Report

This is to be filled up by the management and administrative staff of the Contractor who receive/observe the complaints/requirements for any of the services. All suggestions, complaints related to services or

staff deployed by the Contractor will be registered at site and reported to Chennai Port Hospital in charge officer/CMO's representative. The Contractor will take immediate action to resolve the same failing which the Penalty Clause will be invoked.

6.3. Housekeeping Services Complaint Register

This register is to be completed on the basis of information received by the Housekeeping in charge from Chennai Port officials through the inspection of the site, material on site, attendance sheet of the staff, weekly report, letter/fax/e-mail, verbal complaints from Chennai Port, etc. and necessary action is to be taken.

7. ADDITIONAL SCOPE PERTAINING TO HOSPITAL:

- 7.1. Housekeeping in the hospital conditions is different than the house keeping services in other commercial organisations. Housekeeping staff has to work between the infected patients and has to handle dangerous infected materials and waste. Along with the routine housekeeping activities the house keeping staff has to show his /her humanitarian concern towards the patient and provide him all types of required help and services. Such services may be need bases and might not been included in the general scope of work but they have to be provided by the house keeping staff if needed. In view of the above Any work assigned by the sister I/C for the patients benefit like cleaning of vomits, urine, stool, blood or any undesired material produced by the ill patient or helping him in change of soiled cloths / linen or any type of need in emergency and Helping the ill patient in any type of need is included in the scope of work. The house keeping staff shall maintain cleanliness in the patient rooms/ward throughout the day and shall clean the room thoroughly on patient's discharge and keep it ready for the next arrival.

Being a hospital, the normal operations in the vicinity of the site of work cannot be stopped completely. The contractor shall plan their works in such a way that the working methodology causes least disturbance to the patients and occupants for normal functioning of the hospital and also to the other agencies working near by.

8. RESOURCES REQUIREMENT

A. TO BE PROVIDED BY CHENNAI PORT : All dust bins will be kept in and around Hospital buildings.

B . TO PROVIDE BY THE CONTRACTOR:

1. All the cleaning materials such as phenyl, Bleaching powder, liquid detergent (soap oil), Bactal (Multi purpose cleaner), hydrochloric acid (diluted Muriatic acid), flush clean,

disinfectant, coloured waste disposable bags, etc., shall be supplied by the contractor at his own cost and shall be shown to the Supervisory Nurse/ First Aid Superintendent / Sergeant or other authorised representatives of **Chief Medical Officer** before daily use. The contractor shall ensure that adequate quantity of materials are always available for maintaining the area in neat and tidy hygienic condition. All the materials used shall be of superior approved quality.

2. All the manpower, equipments, cleaning tools such as Broom, yellow cloth etc., shall be supplied by the contractor at his own cost and shall be shown to the Supervisory Nurse / First Aid Superintendent / Sergeant or other authorised representatives of Chief Medical Officer before daily use. The contractor shall ensure that adequate quantity of materials are always available for maintaining the area in neat and tidy hygienic condition.
3. The contractor has to provide supervisory and management support by his own staff to get the maximum output from the house keeping force provided to the hospital. Teaching and training for the same has to be done by the contractor. The man and material needed for the management of the house keeping staff will be the responsibility of the contractor. Chennai Port will only pay the management fee or service charges.
4. For Pest and rodent control the contractor has to procure manpower, equipment and chemicals.
5. Following equipments/ tools and tackles and materials are minimum and mandatory to be provided to the housekeeping staff by the contractor. Numbers can be increased as per requirement but payment will only be done as per financial bid quoted by the contractor. Minimum No. of Equipments/ tools, tackles and adequate quantity of cleaning materials have to be maintained in the hospital by the contractor at all times.

CLEANING TOOLS (Initial Purchase)

Sl.No.	Item Description	Application
1	Wringer Tolley	Ground Floor
2	Bucket	All areas moping
3	Eze mop - 50 CM	All areas dry moping

CLEANING TOOLS (Replacement as & when required)

Sl.No.	Item Description	Application
1	Feather Duster	Cabins, Cupboards & Table tops
2	Sprayers	For glass cleaning
3	Water Pusher	All floor areas
4	Glass Cleaning Wiper	Glass Areas
5	Wet Mop full unit	All areas wet moping

6	Bucket	All areas moping
6	Mug	All areas
7	Toilet cleaning brush	Toilets
8	Scrubbing brush with long handle	All areas
9	Cleaning Brush with long handle	Compound periphery & Entrance
10	Dust pan & Brush	All areas - Sweeping
11	Cane Sticks for mops	Toilets

Tentative Materials requirements per month

S.No	Description of Materials	Qty	Unit
1	R-7 Concentrate	120	Ltrs
2	Bleaching powder	50	Kgs
3	Soap oil	120	Ltrs
4	Bactal	10	Kgs
5	Hcl.Acid (Diluted)	50	Ltrs
6	Flush clean	200	Nos
7	Air freshner (Room spray)	51	Nos
8	Checked cloth	60	Nos
9	Mop refills	10	Nos
10	Wet Mob Refills	50	Nos
11	Rubber Hand Gloves	50	Nos
12	Scotch bite	30	Nos
13	Soft broom	30	Nos
14	Sponge	10	Nos
15	Feather duster	10	Nos
16	water pusher	20	Nos
17	Bucket	10	Nos
18	Mug	10	Nos
19	Toilet cleaning brush	10	Nos
20	Dust pan & brush	10	Nos
21	Cane stick for mops	10	Nos
22	Hard broom	10	Nos
23	Yellow cloth	10	Doz
24	Colin	5	Nos
25	Half Rinse Bucket	5	Nos

9. MAN POWER REQUIREMENT

HOUSE KEEPING WORK:

Work is to be carried out on all days in three shifts including Sundays & holidays by engaging total 22 nos per day including supervisor personnel ie., **18Nos of cleaning personnel per day (5 Nos male and 13 Nos female) for cleaning & mopping and 4 Nos Male Supervisory staff per day (Three shifts and one General shift -1 no in Each Shift)** for all floors of Medical Block, and II Floor of Surgical Block as directed by CMO / representative.

WARD SERVICING AND WASHING SCHEDULE:

Work is to be carried out on all days in three shifts including Sundays & holidays by engaging total **21Nos of cleaning personnel (6Nos female and 15 nos male) of labours** for laboratories and wards

*Numbers may decrease or increase depending on the requirement

CHENNAI PORT TRUST
TENDER FOR ANNUAL CONTRACT FOR HOUSE KEEPING, WARD
SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI
PORT

SECTION-III

TERMS AND CONDITIONS OF CONTRACT

1. LABOUR

The Contractor shall, unless otherwise provided in the contract , make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. The Contractor shall, if required by the Chief Medical Officer(CMO) or his representative , deliver to the CMO or his representative a return in detail, in such form and at such intervals as the CMO or his representative may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the CMO or his representative may require.

2. COMPLIANCE WITH LABOUR REGULATIONS

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/ bye laws / Acts / Rules / regulations including amendments, if any, on the part of the Contractor, the Nodal Officer or his nominee /Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/ Nodal Officer or his nominee shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time.

- 3.** The personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, EPF, Workmen's Compensation Act, etc. The list of staff going to be deployed shall be made available to the EMPLOYER and if any change is required on part of the EMPLOYER, fresh list of staff shall be made available by the agency after each and every change.
- 4.** The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and Contract Labour (Regulation & Abolition) Act 1970, EPF,ESI etc. with regard to the personnel engaged by him for works. It will be the responsibility of the contractor to provide details of manpower deployed by him to the EMPLOYER and to the Labour department.
- 4.1** Giving particulars of remittance of EPF contribution of the employees engaged for the EMPLOYER work, is required to be submitted to the EMPLOYER. In any eventuality, the contractor should remit employees PF subscription within the stipulated time. If the contractor is failed to remit the EPF contribution to the employees, EMPLOYER is entitled to recover the amount from any money due, or accrue to the Contractor under this agreement, with an advice to Employees PF contribution
- 4.2** (a) As per the Govt. Notification dt 20.7.09, Chennai Port Trust has registered under the ESI Act on 26.09.2012 with ESI Corporation and provision of ESI Act, 1948 are applicable to Chennai Port Trust, a Social Security Act, is applicable to Factories using power and employing 10 or more personnel and establishment employing 20 or more persons and drawing wages/Salary upto Rs.21,000/- 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.21,000/- per month employed either directly by Port Trust or through contractor are covered under ESI Act, 1948. It is obligatory on the part of the employer to calculate and remit ESI contribution comprising of employers' share of 4.75% plus employees' share of 1.75% which is payable on or before 21st of the following month, to which the salary relates.
- (b) In case of Contractor employs more than 20 employees, they should register their name with ESI as per ESI Act, 1948 and obtain ESI Code. Both Employers share of 4.75% and Employees contribution of 1.75% (recovered from employees), totally 6.5% to be paid as contribution to ESI in their Code on or before 21st of following month to which the salary relates and acknowledgement for the same shall be submitted to the Port while claiming the bill. The bill without the acknowledgment of ESI contribution will not be entertained. In case the contractor has not paid the ESI contribution same will be recovered in the running bill and paid to the ESI Corporation in

contractor's code. The delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue.

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

(d) As per the above Government Notification

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

Judicial Magistrate in a Non-Judicial Stamp paper worth Rs. 20/- to that effect.

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

- 5.** The Contractor will maintain a register on which day-to-day deployment of personnel will be entered. This will be countersigned by the authorized official of the EMPLOYER. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor has to submit an undertaking (on the format) duly countersigned by the concerned official of the EMPLOYER, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.
- 6.** All liabilities arising out of accident or death while on duty shall be borne by the contractor.
- 7.** Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor deployed, the supervisory staff will move in their areas of responsibility.
- 8.** All necessary reports and other information will be supplied immediately as and when required and regular meetings will be held with the EMPLOYER.
- 9.** The personnel engaged by the contractor shall not accept any gratitude or reward in any shape.
- 10.** Under the terms of their employment agreement with the Contractor the personnel engaged by the contractor for this contract shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Contractor.
- 11.** That in the event of any loss occasioned to the Employer, as a result of any lapse on the part of the contractor, which will be established after an enquiry conducted by the Employer, the said loss can claim from the contractor up to the value of the loss. The decision of the Employer will be final and binding on the Contractor.
- 12.** The contractor shall do and perform all such services, acts, matters and things connected with the contract, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Employer may issue from time to time and which have been mutually agreed upon between the two parties.

- 13.** The Employer shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the Employer.
- 14.** The contractor shall be responsible to maintain all property (movable tools and plants) of the Employer entrusted to him.
- 15.** The contractor will not be held responsible for the damages/sabotage caused to the property of the Employer due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.
- 16.** The contractor will deploy supervisors as per the need given by the Employer. The supervisor shall be required to work as per the Instructions of Employer.
- 17.** The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges), failing which they will not be allowed to work. The expenses towards the uniforms will be borne by the contractor. Prior approval from the Employer shall be obtained for the colour & pattern of the Uniform.
- 18.** The Employer shall have right to have any person removed in case of any complaints or as decided by CMO if the person is not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases.
- 19.** The eight hours shift generally will be from 0600 hrs to 1400 hrs., 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs. But the timings of the shift are changeable and shall be fixed by the Employer from time to time depending upon the requirements.
- 20.** The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulations and abolition) Act, EPF, ESI and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor for the Employer.
- 21.** The payment would be made by the Employer for every month based on the schedule of work done by the contractor and based on the documentary proof signed by the contractor/his representative/ personnel authorized by him. No other claim on whatever account shall be entertained by the Employer.
- 22.** Any damage or loss caused by contractor's persons to the Employer in whatever form would be recovered from the contractor.

23. Penalty Clause for House keeping, Ward servicing

A penalty at the following rate will be levied and recovered from the contractors running bills for non posting of labour by the contractor.

The Provisional rate as per Sch A3 + 25% will be recovered from the contractors running bills for non posting of labour by the contractor for any category of labour/supervisory staff as applicable as the case may be.

For non consumption and improper utilization of cleaning materials will attract recovery to the maximum extent of amount worked out for a day or part thereof as per the quoted rates for that item and as decided by the CMO / CMO's representative.

- 24.** The contractor shall ensure that his personnel shall not at any time, without the consent of the Employer in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the Employer and shall not disclose to any information about the affairs of Employer. This clause does not apply to the information, which becomes public knowledge.
- 25.** Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
- 26.** The contractor shall have his own Establishment/ Setup/ Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- 27.** If the contractor is a partnership of two or more persons, all such persons shall be jointly and severally liable to the Employer for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The partnership shall not be altered without the approval of the Employer.
- 28.** The work shall be taken to have been commenced from the date on which the contractor takes over the site or the tenth day of issue of work order of the tender whichever is earlier and the contractor shall complete the works within **12 months** from this date.
- 29.** In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Employer may, failing payment of the said money by the contractor, make payment of such claim on behalf of the

contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Employer from the contractor.

30. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by Employer, such money shall be deemed to be payable by the contractor to the Employer within seven days. The Employer shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Security Deposit.
31. The contractor shall not engage any such sub contractor or transfer the contract to any other person in any manner.
32. The contractor shall indemnify and hold the Employer harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
33. The contracting contractor shall not employ any person **below the age of 18 yrs. and above the age of 50 yrs.** and they should be an Indian nationals. The personnel deployed shall be physically fit (under this contract) for House keeping services.
34. The contractor shall employ required staff with minimum qualification of 8th pass for providing house keeping/ward services.
35. Personnel engaged by the contractor shall not take part in any staff union and association activities.
36. The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, uniform and stationery for writing duty charts and registers and records keeping as per requirements.
37. The Employer shall not be responsible for providing residential accommodation to any of the employee of the contractor.
38. The Employer shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Employer does not recognize any employee employer relationship with any of the workers of the contractor.
39. If, as a result of post payment audit any overpayment is detected in respect of any work done by the contractor or alleged to have done by the contractor under the tender, it shall be recovered by the Employer from the agency. If any underpayment is discovered, the amount shall be paid to the agency by the Employer.

- 40.** The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Employer. Keep all the records maintained during the tenure of this contract.
- 41.** The contractor will have to submit the proof of depositing employee's contribution towards EPF/ESI etc. of each employee in every month.
- 42.** The contractor shall disburse the wages to its staff deployed in the Employer every month by Cheque/Cash/ECS in the presence of representative of the Employer.
- 43.** The persons to be deployed by the Contractor should be properly trained, have requisite experience and skills for carrying out a wide variety of housekeeping work using appropriate materials and tools/equipments.
- 44.** The Contractor will have to provide standard uniforms as approved by Employer at his own cost to its housekeeping staff. The staff shall be in proper uniform all the time with their identity card properly displayed. Samples of liveries will have to be submitted by the Contractor for the approval of competent authority within seven days from the date of entering into the agreement.
- 45.** Employer will provide the space for setting up a control room for the Contractor in the Hospital premises from where the contractor and his own supervisory or office staff can control the house keeping labour force working in the hospital.
- 46.** Employer will provide space for a store room to the Contractor in the premise of the hospital. The store keeper deployed by the contractor will store all their liveries, materials, equipments in the store room and maintain a record of the stores which shall be opened to inspection by CMO or his representative /staff during working hours.
- 47.** The Contractor should ensure the Health and safety measures of the their staffs .
- 48.** The Contractor will be responsible for supply / installation / refilling / maintenance of all consumables, items and equipments used in all areas of the hospital for housekeeping purpose.
- 49.** The Contractor must employ adult labour only. Employment of child labour will lead to the termination of the contract and necessary action under Indian Penal Code also.

- 50.** The Contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The Contractor shall be fully responsible for the conduct of his staff.
- 51.** Under any circumstances whatsoever, the manpower deployed shall be paid wages not below the Minimum wages set by Central Govt.
- 52.** All the rates quoted by the bidder shall remain unchanged during the period of contract.
- 53.** In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by Employer besides annulment of the contract.
- 54.** Once the house keeping staff is allotted an area of work he or she will be under supervision of the CMO or his representative/Staff/Sister I/c of that area i.e. wards/OPD /LAB/stores/offices and area referred in scope of work etc. and in addition to the instructions issued by the contractor side, they have to follow all instructions and orders given by the CMO or his representative/Staff/Sister I/C. These instructions should be considered in the scope of work, if it is for the benefit of the patients.
- 55.** All necessary reports and other information will be supplied by the contractor as per the direction of the CMO. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destructions, waste or misuse the areas of responsibility given to them by the Hospital, and shall not knowingly lend to any person or company any of the effects or assets of the Hospital, under its control.
- 56.** In the event of loss/damage of equipments etc. at the premises of the Hospital due to negligence/carelessness of Contractor staff, if established after a joint enquiry, then the Contractor shall compensate the loss to Employer. The Contractor or its representative/s shall meet Hospital representative/s regularly to take feedback regarding the Housekeeping services.
- 57.** The Contractor shall:-
 - a) Ensure Pest/Animal and Rodent free environment in the premises of Hospital ,
 - b) Provide all items and consumables to his housekeeping staff as detailed in scope of work for use in the hospital,
 - c) Ensure that their managers / supervisors are equipped with mobile phones, and are available round the clock.

- d) Ensure that the workforce deployed by him should be on his payroll
- e) The Contractor will arrange for required resources, including manpower, machinery, disposables etc which is used by the house keeping staff. Protective gear including boots, gloves etc. shall be provided by the Contractor to the housekeeping staff.

58. Variations

The Employer may order variations in the scope or quantum of work through a written variation order based on in any increase in requirements. The payment for the variation shall be worked out on the basis of contract rates for manpower

59. Manpower

Any misconduct / misbehavior on the part of the manpower deployed by the Contractor will not be tolerated and such person will have to be replaced by the Contractor at his own costs, risks and responsibilities immediately, with written intimation to Chief Medical Officer, Chennai Port Trust.

60. Obligation of the contractor:

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

61. The Employer will deduct Income Tax at source under Section 194-C of Income Tax Act from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.

62 Release of Security Deposit:

The amount deposited by the Contractor, as Security Deposit under this Agreement will be refunded to the Contractor with in 14 days from the date of payment of final bill.

63 Supply of materials:

No materials will be supplied free by the Trust and it is the responsibility of the contractor to procure and supply all the materials required for house keeping and ward servicing.

64 Supply of Drinking Water:

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

65 Advances:

No advance is envisaged in the contract.

66 Financial Background:

The contractor shall be financially sound so as to ensure sufficient cash flow for the monthly work.

67 Mode of measurement and payment:

67.1 Mode of measurements

- (a) The measurements shall be recorded and entered in computerized format in the first instance by the contractor and a hard copy (draft) shall be submitted to the Department then and there.
- (b) The format for Computerized Measurement Book (CMB) shall be downloaded from ChPT website: [http:// www.chennaiportgov.in](http://www.chennaiportgov.in).
- (c) These measurements shall then be checked by the department. The contractor shall incorporate all such changes or corrections, as may be done during these checks, to his draft computerized measurements, and submit to the department the corrected computerized measurements in the form of a book, duly hard bound in red colour on the lines of the conventional Measurement books now in use, and with its pages machine numbered.
- (d) The Computerized Measurements Book given by the contractor, duly bound, with its pages machine numbered, shall have no cutting or over-writing.
- (e) The Computerized Measurement Book shall be allotted a serial number by the department.
- (f) In case of any error, the Computerized Measurement Book shall be cancelled, and the contractor shall re-submit a fresh Computerized Measurement Book. This should be done before the corresponding computerized bill is submitted to the Division for payment.
- (g) The contractor shall submit a minimum of 3 copies of each Computerized Measurement Books for the purpose of reference and record in the various offices of the department.

67.2 Bill Submission:-

- (a) Bills shall be prepared and submitted by the contractor in the Trust computerized format, which can be downloaded from ChPT website: [http:// www.chennaiportgov.in](http://www.chennaiportgov.in) with all the pages machine numbered, and hard bound, and with all the entries made as per the existing procedure.
- (b) The contractor shall submit a minimum of 3 copies of the computerized bills as may be required for the purpose of reference and record in the various offices of the department.
- (c) The bill shall be carried forward from the pervious running account Bill as per the existing procedure.

68 Retention Money:

Retention Money at 5% will be deducted from each running bill subject to a maximum of 5% of the contract price. Retention Money may be refunded within 14 days from the date of payment of final bill.

69 ESCALATION

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

70 ASSISTANCE FOR CMO

The contractor shall provide the supervisor at all times during the contract period sufficient and qualified personnel to assist the Medical officer in this duties to carry out or check any work and / or measurement of works.

71 UNAUTHORIZED PERSONS

No unauthorized persons are being allowed on the site. The contractor shall take steps to prevent trespass and prevent unauthorized persons from entering and / or being on the site. All the personnel will be required to wear their security passes as per requirements of local / port authorities. Access shall be limited to the area they are working in and allowed by local / port authorities. Such passes shall be arranged sufficiently in advance both for men as well as vehicles and shall be renewed as and when required. Non-availability of passes or personnel to carry out the job within the stipulated time period shall not be considered as a plea for extension of time or extra cost.

72 FIRST AID FACILITIES

The contractor shall provide and maintain upon the work sufficient proper and efficient life saving appliances and first aid equipment to the approval of the CMO and in accordance with the requirements of International Labour Organisation (I.L.O.) Convention No.62. The appliances and equipment shall be available for use at all times. Contractor shall indemnify the Port from the cases booked by the Labour Enforcement Officer (L.E.O.) for his negligence.

73 Disputes

If the Contractor believes that a decision taken by the Chief Medical Officer's representative or his nominee was either outside the authority given to the Chief Medical Officer's representative or his nominee by the Contract or that the decision was wrongly taken, the decision shall be referred to the Conciliator within 28 days of the notification of the Chief Medical Officer's representative or his nominee's decision. Employer's decision will be final and binding on the contract.

74. Settlement of Disputes

74.1 If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Chief Medical Officer's representative or his nominee, the disputes will

firstly be settled by the Conciliator, failing which any party may invoke arbitration clause.

Unless the Contract has already been repudiated or terminated or frustrated, the Contractor shall in every case, continue to proceed with the Works with all due diligence and the Contractor and Employer shall give effect forthwith to every decision of the Chief Medical Officer's representative or his nominee unless and until the same shall be revised, as hereinafter provided, by the Conciliator or in Arbitral Award.

74.2 **Decision by Conciliator**

- i) The Conciliator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- ii) Conciliator shall be paid daily at the rate specified in the Contract together with reimbursable expenses of the types specified in the Contract and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the conciliator. Either party may refer a decision of the conciliator within 28 days of the conciliator's written decision. If neither party refers the disputes to arbitration within 28 days, the conciliator's decision will be final and binding.

74.3. **Arbitration**

Any dispute in respect of contracts where party is dissatisfied by the Conciliator's decision shall be decided by arbitration as set forth below:

- i) A dispute with Dispute Review Expert shall be finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory amendment thereof. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Employer and the Contractor, and the third to be appointed by the mutual consent of both the arbitrators, failing which by making a reference to CIDC-SIAC Arbitration Center from their panel.
- ii) Neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments already put before the Chief Medical Officer's representative or his nominee or the Board,

as the case may be, for the purpose of obtaining said recommendations /decision. No such recommendations /decision shall disqualify the Chief Medical Officer's representative or his nominee or any of the members of the Board, as the case may be, from being called as a witness and giving evidence before the arbitrators or any matter whatsoever relevant to the dispute.

iii) The reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, the Chief Medical Officer's representative or his nominee and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall be entitled to suspend the works to which the dispute relates, and payment to the Contractor shall be continued to be made as provided by the contract.

iv) If one of the parties fail to appoint its arbitrators in pursuance of sub-clause [i], within 14 days after receipt of the notice of the appointment of its arbitrator by the other party, then Chairman of the nominated Institution shall appoint arbitrator within 14 days of the receipt of the request by the nominated institution. A certified copy of the Chairman's order, making such an appointment shall be furnished to both the parties.

v) Arbitration proceedings shall be held at, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be 'English'.

vi) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Contractor. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.

vii) All arbitration awards shall be in writing and shall state the reasons for the award.

viii) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the Employer shall not be withheld, unless they are subject matter of the arbitration proceedings.

75. Replacement of Conciliator

Should the Conciliator resign or die, or should the Employer and the Contractor agree that the conciliator is not fulfilling his functions in accordance with the provisions of the Contract, a new Conciliator will be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days the Conciliator shall be appointed by the Appointing Authorities designated in the Contract at the request of either party within 14 days of receipt of such request.

CHENNAI PORT TRUST
TENDER FOR ANNUAL CONTRACT FOR HOUSE KEEPING, WARD
SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI
PORT

SECTION-IV

GENERAL CONDITIONS OF CONTRACT

1. **Definitions and Interpretations:**

In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby respectively assigned to them except where the context otherwise required:
- 1.1 **“Board”** - The Board means the Board of Trustees of the Port of Chennai, a body corporate as constituted under the Major Port Trusts Act of 1963, represented by its Chairman and as amended from time to time.
- 1.2 **“Employer”** means the Board of Trustees of the Port of Chennai a body constituted under Section (3) of the Major Port Trusts Act of 1963 acting through its Chairman, Deputy Chairman, Chief Medical Officer or any other officer nominated by the board and legal successors in title to such person but not (except with the consent of the contractor) any assignee of such person.
- 1.3 **“Chief Medical Officer(CMO)”** means the Chief Medical Officer of the Chennai Port Trust and his successors.
- 1.4 **“Chief Medical Officer’s representative”** means the Dy.CMO, Supervisory nurse/First aid Superintendent/Sergeant or an officer appointed by the Chief Medical Officer in writing who shall direct and supervise and to perform the duties set forth in **sub - Clause 3.2** hereof and be in-charge of the works.
- 1.5 **“Tender”** means the contractor’s priced offer to the Employer for the execution and completion of the works and the remedying of any defects therein in all accordance with the provisions of the contract, as accepted by the Letter of Acceptance – Work order.
- 1.6 **“Letter of Acceptance”, “Work Order”** means the formal acceptance by the Employer.
- 1.7 **“Contract”** means the documents forming the tender and acceptance thereof and the formal agreement executed between the Port Trust and contractor together with the documents referred to therein including the General conditions, Special conditions of contract, specifications, designs, Drawings, Priced Bill of quantities and instructions issued from time to time by the Chief Medical Officer (CMO) and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- 1.8 **“Contractor”** means the persons or firm or company whose tender has been accepted by the Board and the legal personnel, representatives or the successors of such firm or company and the permitted assigns of such persons or firm company.

- 1.9 **“Contract price”** means the sum named in the tender subject to such additions, thereto or deductions there from as may be made under the provisions hereinafter contained.
- 1.10 **“Bill of Quantities”** means the priced and completed Bill of Quantities forming part of the tender.
- 1.11 **“A day”** means a day 24 hours from 6 AM to 6 AM the next day irrespective of the number of hours worked in that day.
- 1.12 **“A week”** means seven days without regard to the number of hours worked in any day in that week.
- 1.13 **“A month”** means a month according to Gregorian calendar.
- 1.14 **“Commencement Date”** means the deemed date of commencement of the work pursuant to **Clause – 28 of Section III**.
- 1.15 **“Time for Completion”** means the time for completing the execution and complying with and fulfilling the requirements on completion of the works or any section or part thereof as stated in the contract (or as extended under **Clause – 19 of Section IV**) calculated from the commencement date.
- 1.16 **“Completion Certificate”** means a certificate issued by the Employer pursuant to **Clause – 18 of Section IV**.
- 1.17 **“Retention Money”** means the aggregate of all monies retained by the Employer pursuant to **Clause – 68 of Section III**.
- 1.18 **Singular & Plural:**
Words importing the singular only also include the plural and vice versa where the context so requires.
- 1.19 **Services/assignment** means the services to be provided by the contractor as detailed in this bid document and terms and conditions brought out in scope of work.

2.0 Interpretation:

In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The CMO or his representative will provide instructions clarifying queries about the Conditions of Contract.

3. Appointment of Assistants

- 3.1 The CMO or his representative may appoint any number of persons to assist the CMO’s representative in carrying out his duties under Sub-Clause 1.4. He shall notify to the contractor the names, duties and scope of authority of such persons. Such assistants shall have no authority to issue any instructions to the contractor save in so far as such instructions may be necessary to enable them to carry out their duties and to secure their acceptance of materials, plant or workmanship as being in accordance with the contract, and any instructions given by any of them for those purposes shall be deemed to have been given by the CMO’s representative .

3.2 Instructions in Writing

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

The provisions of this Clause shall equally apply to instructions given by the CMO's representative and any assistants of the CMO or the CMO's representative appointed pursuant to Sub-Clause 3.1.

4 Contract documents:

4.1 Language(s) and Law

The Language, in which the contract documents shall be drawn up, shall be in English.

The Law of India shall apply to the contract and the contract shall be construed according to the said Law. No suit or other proceedings relating to the contract shall be filed or taken by the contractor in any Court of Law, except at Chennai.

4.2 The contractor shall take instructions only from the CMO, or subject to the provisions of Clause – 3.1, from the CMO's representative or his assistants.

5. Wage Records:

The contractor shall, maintain records of wages and other remuneration paid to his employees in such forms as may be convenient and to the requirement of the CMO and Conciliation Officer, Central Ministry of Labour, Government of India or such other authorized persons appointed by the State Government.

The Contractor shall also exhibit the different notices as required under the Minimum Wages Act, 1949, Payment of Wages Act, 1936 and other Act / Rules and Regulation made there under from time to time.

6. Bribes, Commission and Corrupt Gifts:

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent or servant or any one of his or their behalf to any officer, servant, representative or agent of the Nodal Officer or to any person on his behalf in relation to the obtaining or to the execution of this or any other contract with the

Employer shall in addition to any criminal liability which he may incur subject the contractor to the cancellation of this and all other contracts with Employer and also to the payment of any loss or amounts resulting from any such cancellation. Further, the employer shall be entitled to deduct the amounts so payable from any money otherwise due to the contractor during this or any other contract. Any question or dispute as to the commission of any offence under the present clause shall be settled by the CMO, in such manner and on such evidence or information as he shall think fit and consider sufficient and his decision shall be final and binding on the contractor.

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

7. Change in constitution:

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

8. Certificate and payments:

- 8.1 The contractor shall submit to the CMO or his representative on or before the 10th of each month, a statement on the standard printed form to be had on application, showing the estimated contract value of the item wise quantities (of the Bill of Quantities) executed up to the end of the month (if such) value shall justify the issue of an interim certificate and the contractor will be paid monthly on the certificate of the CMO, the amount due to him on account of the estimated contract value executed up to the end of the previous month subject to a retention of the percentage named in the tender until the amount retained shall reach the Limit of Retention money / Security Deposit named in the tender. All amount due to the Board by the contractor if outstanding shall be adjusted from the bills or any amount due to the contractor by the Board by way of outstanding deposits etc.
- 8.2 75% of the net amount of the bill submitted within 10 days from the date of receipt of the bill and the balance within 30 days from the date of receipt of the bill.

- 8.3 The date on which a ECS payment is made to the contractor by the Employer will be considered as the date of payment for all purposes. Delay in making such payments by the Employer due to exceptional circumstances shall not nullify or vitiate in any way or other, the conditions of the contract and the contractor shall have no claim on this account.
- 8.4 The CMO may by any certificate make any correction or modification in any previous certificate, which shall have been issued by him and shall have the power to withhold any certificate if the work or any part thereof is not being carried out to his satisfaction.

8.5 Statement at Completion

Not later than 90 days after the issue of the Completion Certificate, the Contractor shall submit to the CMO, a Statement at completion with supporting documents showing in detail, in the form approved by the Nodal Officer.

- a) the final value of all Work done in accordance with the Contract up to the date stated in such Taking-Over Certificate.
- b) an estimate of amounts which the contractor considers will become due to him under the Contract.

The estimated amounts shall be shown separately in such Statement at Completion. The CMO shall certify payment in accordance with Sub-Clause - 8.1.

8.6 Final Statement

Not later than 60 days after the issue of the "Completion Certificate" pursuant to Clause – 18 of Section - IV, the Contractor shall submit to the CMO for consideration a draft final statement with supporting documents showing in detail, in the form approved by the CMO.

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

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

8.7 Discharge

Upon submission of the Final Statement, the Contractor shall give to the CMO, a written discharge confirming that the total of the Final Statement represents full and final settlement of all monies due to the Contractor arising out of or in respect of the Contract. Provided that such discharge shall become effective only after payment due under the Final Certificate issued pursuant to Sub-Clause - 8.8, has been made and the performance security referred to in Sub-Clause - 32 of Section I, if any has been returned to the Contractor.

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

- a) the amount which, in the opinion of the CMO, is finally due under the Contract, and
- b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled under the Contract, other than Clause -23 of Section - III, the balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer as the case may be.

8.9. Time limit for payment of final bill:

The contractor's final bill shall be passed for payment within three months after the issue of Taking over certificate by the CMO provided the contractor has fully complied with the requirements under the contract. If the amount payable under any running bill is not sufficient to cover deductions to be made under the contract, the balance outstanding shall be paid by the contractor in cash within fifteen working days from the date of receipt of the written notice issued in this regard by the CMO. After the payment of the amount of the final bill payable as aforesaid has been made, the contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the contract.

8.10. Set off clause:

Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Port and set off against any claim of the Port for the payment of a sum of money arising out of or under any other contract made by the contractor with the port.

8.11 Cessation of Employer's liability:

The Employer shall not be liable to the contractor for any matter or thing arising out of or in connection with the contract or the execution of the works unless the contractor shall have made a claim in writing in respect thereof before the issue of the maintenance certificate under this clause.

8.2 ECS Payment:

The tenderers are advised that all payments related to this subject work would be made through ECS (Electronic Clearing Service) only. Hence the tenderers are advised to submit the following particulars (of their bank A/C), in the tenderer's letterhead duly endorsed by their Bank Branch Manager.

1. Name of the Bank , Branch and full postal address.
2. Account Number
3. MICR Number.
4. Type of Account
5. IFSC Number
6. GST Number
7. Copy of Pan Card
8. PF registration No
9. ESI Regn.No

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

9. Care and Diligence

The bidder shall exercise all reasonable care and diligence in the discharge of all contractual duties to be performed by them under this contract and shall be fully responsible to the employer for the proper, efficient and effective execution of their duties.

10. Taxes

- i) Tenderers will examine the various provisions of the Central Goods & Services Tax Act-2017 (CGST)/ Integrated Goods & Services Tax (IGST)/ Union Territory Goods & Services Tax (UGST) respective State's State Goods & Services Tax Act (SGST) also, as notified by Central/State Government and as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

- ii) The rate quoted by the Contractor/Supplier shall be inclusive of all Taxes and Duties other than GST. Applicable GST will be paid by ChPT based on the Tax Invoice.
- iii) The Financial evaluation will be based on the total base price quoted by the Contractor / Supplier excluding GST.
- iv) The firm shall furnish the Tax invoices as per GST Act/Rules in the name of the Chennai Port Trust by mentioning the GSTIN of ChPT and indicating amounts of GST Separately. The GSTIN of ChPT is **33AAALC0025B1Z9**.
- v) The contractor /Firm shall remit the GST amount in the invoice to the Government within the due dates and also file the returns by mentioning the GSTIN of ChPT to enable ChPT to avail eligible Input Tax Credit (ITC).
- vi) The contractor/ firm shall indemnify Chennai Port Trust from any loss of eligible ITC of GST paid by it to the Contractors/Suppliers based on their tax invoice, due to non-payment of GST or non-filing of GST returns by the contractor/firm or non compliance of GST Act/provisions. The contractor/firm shall remit such GST amount with applicable interest and penalties to the ChPT within 7 days from the date of intimation by the ChPT about non-availing of eligible ITC. ChPT also reserves its right to deduct such GST amount with interest and penalties from the subsequent bills, Security Deposit or any amount due to the contractor by ChPT”.
- vii) Applicable statutory recoveries including TDS under Income Tax, TDS under GST provisions etc., will be deducted/recovered while accounting for or making payment to the Contractor/Supplier as per the applicable law.

11. Confidentiality

The contractor shall treat all the documents and information received from employer or CMO, submitted to employer or CMO and all other related documents/communications in confidence and shall ensure that all who have access to such material shall also treat them in confidence. The contractor shall not divulge any such information without the prior written permission of Employer authorities.

12. Suspension of Services

If any of the following events shall have happened and be continuing, then Employer may, by written notice to the contractor, suspend in whole or in part, payment due thereafter to the contractor under the contract.

- a) A default shall have occurred on the part of the contractor in the execution of the contract.
- b) Any other condition which makes it unable for either party by reason of “force majeure” as referred to in Clause No.15 to successfully carry out the assignment/s or to accomplish the purpose of the contract.

13. Termination of Services:

13.1 Termination of services by Employer.

If any of the following events shall have happened and be continuing, then employer may, by written notice to the contractor, terminate the contract.

- a) Any of the conditions referred to in Clause No.12 shall continue for a period of 14 days after Employer shall have given written notice to the contractor of the suspension of payment to the Agency under the contract.
- b) In any event, employer may terminate the contract any time giving not less than 30 days (Thirty days) prior notice to the contractor.

13.2 **Termination of the services by the Contractor:**

The contractor shall promptly notify employer in writing of any situation or of the occurrence of any event beyond the reasonable control of the contractor which makes it impossible for the Agency to carry out its obligations hereunder. Upon confirmation in writing by employer of the existence of any such situation or event, or upon failure of employer to respond to such notice within 15 (Fifteen) days of receipt thereof, the contractor shall be relieved from all liability from the date of such receipt for failure to carry out such obligations, and the contractor may thereupon terminate the contract by giving not less than 30 (Thirty) days prior written notice thereof.

14. Termination procedure:

- a) Upon termination of the Contract under Clause-13 or receipt of notice of termination under Clause-13.1 or giving notice of termination under Clause-13.2 the contractor shall take immediate steps to terminate the services in a prompt and orderly manner and reduce losses and to keep further expenditure to a minimum.
- b) Upon termination of the contract (unless such termination shall have been occasioned by the default of contractor), the contractor shall be entitled to be reimbursed in full for such

costs as shall have been duly incurred prior to the date of such termination.

15. Force Majeure :

- a) If either party is temporarily unable by a reason of Force Majeure or the laws or regulations of India to meet any of its obligations under the contract, and if such party gives to the other party written notice of the event within 14(Fourteen) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues.
- b) Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in clause (a) above or delays arising from such event.
- c) The term “Force Majeure” as employed herein, shall mean “Act of God, Strike, Lock-outs or other Industrial Disturbances, Insurrection, Riots, Epidemics, Land Slides, Earth Quakes, Storms, Lightening, Floods, Wash Outs, Civil Disturbances, Explosions and any other similar event not within the control of either party, and which, by the exercise of due diligence, neither party is able to overcome”.

16. Responsibility of contractor during the assignment:

During the validity period of the services, the contractor shall hold discussions with the Officer in Charge for efficient discharge of its duties and submit the relevant documents/information as per the tender provisions.

17. Facilities to be made available to contractor:

Necessary room facilities for changing their uniforms and keeping their personal belongings will be provided free of cost by the Port Trust

18. Completion Certificate:

When the whole of the Works have been fully completed and have satisfactorily Completion prescribed by the Contract, the Contractor may give a notice to that effect to the Chief Medical Officer. Such notice shall be deemed to be a request by the contractor for the Chief Medical Officer to issue a completion Certificate.

The Employer/ Chief Medical Officer shall issue to the Contractor a completion Certificate subject to satisfactory completion of the Contract as per the Terms and Conditions of the Contract and to the satisfaction of the Chief Medical Officer .

19. Extension of time:

The Employer at his discretion may extend the contract for further period. The execution of the work during the extended period also, shall be only under the conditions and at the rate specified in the contract.

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

20. NOTICE

20.1 Notice to Contractor

All certificates, notices or instructions to be given to the Contractor by the Chief Medical Officer under the terms of the Contract shall be sent by post, e-mail or facsimile transmission to or left at the Contractor's principal place of business or such other address as the Contractor shall nominate for that purpose and or the Local office at Site of Work.

20.2 Notice to Employer and CMO

Any notice to be given to the Employer or to the Nodal Officer under terms of the Contract shall be sent by post or left at their following address:

CHIEF MEDICAL OFFICER
MEDICAL DEPARTMENT
CHENNAI PORT TRUST HOSPITAL
CHENNAI PORT TRUST
No.1, RAJAJI SALAI
CHENNAI – 600 001.

21. Change of Address

Either party may change a nominated address to another address in the country where the Works are being executed by prior notice to the other party, with a copy to the CMO, and the CMO may do so by prior notice to both parties.

22 Insurance

The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the contract period for the personal injury or death which are due to the Contractor's risks. Personal injury or death-Insurance is to be taken for all staff and employees employed in the project

- 21.2 Policies and certificates for insurance shall be delivered by the Contractor to the CMO or his representative for the CMO or his representative's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 21.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 21.4 Alterations to the terms of insurance shall not be made without the approval of the CMO or his representative. Both parties shall comply with any conditions of the insurance policies.

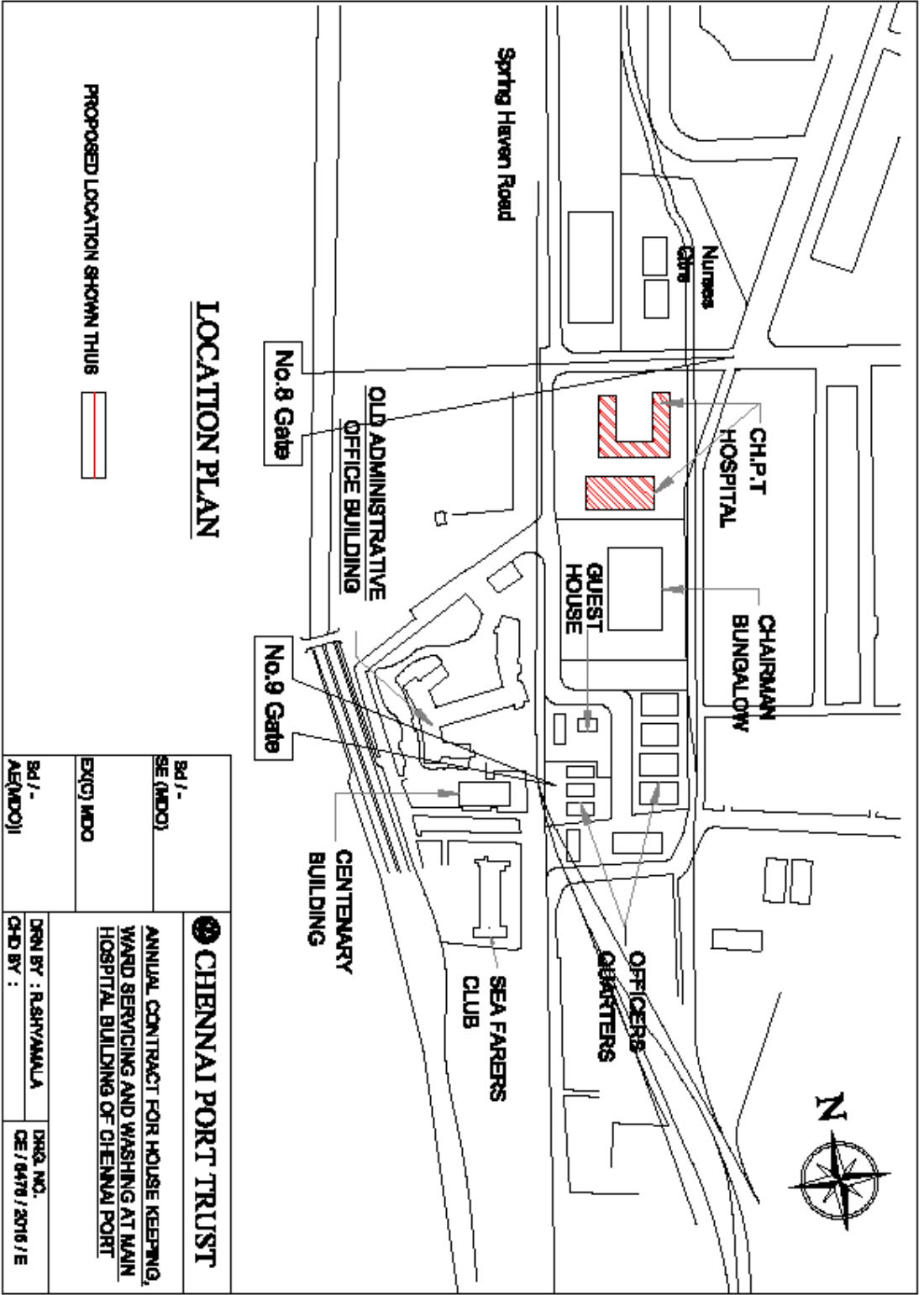
CHENNAI PORT TRUST

**TENDER FOR ANNUAL CONTRACT FOR HOUSE KEEPING, WARD
SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI
PORT**

SECTION - V

Schedule of Drawings

1. No. CE/ 6476 /2015/E - **ANNUAL CONTRACT FOR HOUSE
KEEPING, WARD SERVICING AND
WASHING AT MAIN HOSPITAL
BUILDING OF CHENNAI PORT
(site plan)**



CHENNAI PORT TRUST

FORM OF CONTRACT AGREEMENT

(To be executed on Rs.100/--non-judicial Stamp Paper)

[The successful Tenderer shall fill in this form in accordance with
the instructions indicated]

This CONTRACT AGREEMENT is made

This _____ day of _____ (month) **TWO THOUSAND AND EIGHTEEN.**
BETWEEN

1. The Board of Trustees of the Port of Chennai, a body corporate under Major Port Trusts Act 1963, as Amended thereafter, under the Laws of India and having its principal place of business at No.1 Rajaji Salai, Chennai – 600001. (hereinafter called “the Port”) and

2. _____ [incorporated under] the laws of [country of contractor] and having its principal place of business at [address of contractor] (hereinafter called “the (contractor)”).

Whereas the Employer invited Tenders against Tender no. **T/WMA3/20/2018/E** for execution of **TENDER FOR “ANNUAL CONTRACT FOR HOUSE KEEPING, WARD SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI PORT”** viz. and has accepted a Tender by the Contractor in accordance with the supply/delivery schedules, in the sum of _____ [Contract Price in words and figures, expressed in the Contract currency(ies) [hereinafter called “the Contract Price”]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract referred to.
2. The following documents shall constitute the contract between the Employer/Board and the contractor, and each shall be read and construed as an integral part of the contract:
 - (a) This contract Agreement;
 - (b) Technical Bid (Section 1 to 7)
 - (c) Notice inviting tender;
 - (d) Bidder’s Documents such as Financial Instruments, Form of bid, Contractor’s bid, Form 1 to 7 of Section 2, Annexure 1 to 3 of Section 7
 - (e) Financial Bid
 - (f) Replies issued to the pre-bid queries, addenda is any issued[Numbers and dates];

- (g) The Employer/Board's Notification of Award;
- (h) [Correspondence the Employer/Board had exchanged with the bidder till and after award of contract [specific letters and dates]
- (i) And [add any other document(s)]

AND WHEREAS

CHENNAI PORT TRUST accepted the Bid of CONTRACTOR for the provision and the execution of WORK at the CONTRACT PRICE as indicated in CONTRACT upon the terms and subject to the conditions of Contract. Now this CONTRACT AGREEMENT witnesseth and it is hereby agreed and declared as follows:

3. In consideration of the payment to be made to CONTRACTOR for WORK to be executed by him. CONTRACTOR hereby Covenants with CHENNAI PORT TRUST that CONTRACTOR shall and will duly provide, execute and complete work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.

4. In consideration of the due provision, execution and completion of WORK by the CONTRACTOR in accordance with the terms of the CONTRACT, the CHENNAI PORT TRUST does hereby agree with CONTRACTOR that CHENNAI PORT TRUST will pay to contractor the respective amounts for the work actually done by him and approved by EMPLOYER as per payment Terms accepted in CONTRACT and payable to CONTRACTOR under provision of Contract at such time and at such manner as provided for in the CONTRACT.

AND

In consideration of the due provision, execution and completion of WORK, CONTRACTOR does hereby agree to pay such sums as may be due to CHENNAI PORT TRUST for the services rendered by CHENNAI PORT TRUST to Contractor as set forth in CONTRACT and such other sums as may become payable to CHENNAI PORT TRUST towards loss, damage to the CHENNAI PORT TRUST's equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the CONTRACT.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [name of the contract governing law country] on the day, month and year indicated above. For and on behalf of and by authority from the Chairman of the Board of Trustees, Under section 34(1) of the Major Port Trust Act 1963.

Signed:

in the capacity of **Chief Medical officer**, Chennai Port Trust,
Chennai

In the presence of

Witness:

- 1.
- 2.

For and on behalf of the Contractor

Signed:

Designation:

In the presence of

Witness:

- 1.
- 2.

CHENNAI PORT TRUST

TENDER FOR “ANNUAL CONTRACT FOR HOUSE KEEPING, WARD SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI PORT”.

CONTENTS OF QUALIFICATION QUESTIONNAIRE

Form I	:	Letter of application
Form II	:	Annual Turnover Data
Form III	:	Summary of current contract Commitments / works in progress
Form IV	:	Experience in similar works in the last 7 years.
Form V	:	Equipment proposed for the work
Form VI	:	Personnel / Staff proposed for the work
Form VII	:	Proposed Site Organisation
Form VIII	:	Additional Information
Form IX	:	E- payment
Form X	:	Details of GST Registration
Form XI	:	Proforma of Integrity Pact
Annexure-I	:	Form of Declaration
Annexure - II	:	Indemity Bond Undertaking Proforma For 'PF'
Annexure - III	:	Indemity Bond Undertaking Proforma For 'ESI'

(To be uploaded online)

Tender For “ANNUAL CONTRACT FOR HOUSE KEEPING, WARD SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI PORT.”

FORM – I

FROM

TO

THE BOARD OF TRUSTEES,
Chennai Port Trust.
Rajaji Salai, Chennai 600 001

Sirs,

Being duly authorised to represent and act on behalf of hereinafter called “The tenderer” and having reviewed and fully understood all the qualifying information provided, the undersigned hereby applies to be qualified under Cover-I for **ANNUAL CONTRACT FOR HOUSE KEEPING, WARD SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI PORT.**

2. Attached to this letter are copies of documents defining

- (i) The tenderer’s legal status
- (ii) The Principal place of business and
- (iii) The place of incorporation or the place of Registration.

3. (i) This tender (Under Cover-I and Cover-II) is made in the full understanding that contents of Cover-I will be subject to verification of all information submitted therein along with the tender and authorise Chennai Port or its authorised representative to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application.
- (ii) We understand that the Employer reserves the right to:
- (a) amend the scope of the tender and value of contract under this work.
- (b) reject or accept any tender, cancel the tendering process and reject all tenders
- (iii) We agree that the Employer will not be liable for any such action and will be under no obligation to inform the tenderer of the grounds for such action.
4. The undersigned declare that the statements made and the information provided in the duly completed Cover-I details are complete, true and correct in every detail.

Signature
(Authorised Signatory)

(To be uploaded online)

CHENNAI PORT TRUST

Tender for “ANNUAL CONTRACT FOR HOUSE KEEPING, WARD SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI PORT”

FORM – II
TURNOVER OF THE FIRM
(FINANCIAL CAPABILITY)

(A) Net worth & Average Annual Turnover of the Bidder

Turnover			
Year 1	Year 2	Year 3	Average

Instructions:

Year 1 will be the Financial Year **2014-15**. Year 2 shall be the year immediately following Year 1 and Year 3 shall be the year immediately following Year 2.

The Bidder shall provide audited Annual Reports for the last three years (Balance sheet, Profit and Loss statements, auditors reports (incase of companies / corporation) etc. to be issued by CA for the company) as required under this Bid Document.

Net worth & Annual turnover of the bidder shall be submitted duly verified by Chartered Accountant or Competent Authority.

(B) (Here specify proposed sources of credit line to meet the Cash flow demand for the work)

Source of Credit line	Amount

There should be a letter from the Bank mentioning that line of credit offered is specifically for this work/contract.

NOTE: If the Tenderer intends to meet the “Cash Flow Demand” for the project through their internal resources without availing the loan of credit, a specific mention to be made to this effect and proof for such resources shall be enclosed.

Certified by C.A

Signature
(Authorised Signatory)

(To be uploaded online)

Tender For “ANNUAL CONTRACT FOR HOUSE KEEPING, WARD SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI PORT.”

FORM – III

Summary of Current Contract commitments / Works in Progress.

Name of Contract and client	Value of work	Value of pending Work	Completion Date	
			Scheduled	Estimated

NOTE :

Tenderer shall provide information on their current commitment on all contracts that have been awarded or for which a letter of intent or acceptance has been received or for contracts approaching completion but for which, full completion certificate has yet to be issued.

Signature
(Authorised Signatory)

(To be uploaded online)

Tender For “ANNUAL CONTRACT FOR HOUSE KEEPING, WARD SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI PORT.”

FORM -IV

Experience in last 7 years - Any House keeping and ward serving works in Hospitals not less than 100 beds as defined in “**Similar work**”

Name of the work	Name of the Employer	Value of work on completion	Contract period		
			Date of commencement	Date of Actual completion	Schedule completion period

Note: Each item / contract listed under the above columns shall be supported by documentary evidence / Performance certificate issued by the competent authority to be notarized, scanned and uploaded, subject to production of the originals when demanded.

Signature
(Authorised Signatory)

(To be uploaded online)

Tender For “ANNUAL CONTRACT FOR HOUSE KEEPING, WARD SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI PORT.”

FORM V

Equipment proposed for the work

The tenderer will provide adequate information to demonstrate clearly that it has the capability to meet the requirements for each and all items of equipment listed below.

A. Construction equipment

List of equipment	Nos.	Owned	Proposed to be hired
(i) Vacuum Cleaner			
(ii) Floor cleaning Machine			
(iii) Other equipments			

Note: If the contractor is not owning the equipments, he should attach the concern letter from the owner of the equipment for hiring it.

Signature
(Authorised Signatory)

(To be uploaded online)

Tender For “ANNUAL CONTRACT FOR HOUSE KEEPING, WARD SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI PORT.”

FORM – VI

Personnel / Staff proposed for the Project

(Here specify the experience summary of the Key Personnel proposed to be employed for the work)

Signature
(Authorised Signatory)

(To be uploaded online)

Tender For “ANNUAL CONTRACT FOR HOUSE KEEPING, WARD SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI PORT.”

FORM – VII

Proposed Site Organisation

(Here narrate Description of the Site Organisation Chart shall be provided)

Signature
(Authorised Signatory)

(To be uploaded online)

Tender For “ANNUAL CONTRACT FOR HOUSE KEEPING, WARD SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI PORT.”

FORM VIII

Additional Information

Please add any further information that you consider to be relevant to the evaluation of your application for qualification. If you wish to attach any other documents, please list below.

Tenderers should not upload the testimonials, certificates and publicity material with their applications. They will not be taken into account in the evaluation of qualifications and will be discarded.

(To be uploaded online)

CHENNAI PORT TRUST

TENDER FOR “ANNUAL CONTRACT FOR HOUSE KEEPING, WARD SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI PORT”

**FORM – IX
FORMAT FOR FURNISHING BANK INFORMATION FOR e-PAYMENT**

- | | | |
|---|---|-------------------------------|
| 1 | Name and full address of the beneficiary | |
| 2 | Credit Account No.
(Should be full 14 digit) | |
| 3 | Account Type
(SB or CA or OD) | |
| 4 | Name of the Bank | |
| 5 | Branch
(Full Address with telephone No) | |
| 6 | MICR code
(Should be 9 digit) | |
| 7 | GST Registration No | |
| 8 | Telephone/Mobile/ Fax No. of
The beneficiary | Telephone:
Mobile :
Fax |
| 9 | Photostat copy of a cheque | |

(Authorised Signatory) Signature

Verified the details furnished by the party and it is ascertained that the information furnished are in full shape as required. Xerox copy of a Cheque is also enclosed.

Signature of the HOD/ with seal

(To be uploaded online)

CHENNAI PORT TRUST

FORM-X

GST

As required under the GST Act, Chennai Port Trust has obtained **GSTIN Provisional ID No. 33AAALC0025B1Z9**, All the vendors of CHPT including contractors, suppliers, consultants and other service providers shall furnish the GSTIN ID of CHPT in the invoices/ bills raised on CHPT with effect from 01.07.17. The tenderer shall furnish the following details along with a photocopy of the registered GSTIN No. while submitting the quotation document.

S.No	GSTIN Details	Data to be filled up
1	Name of the Firm	
2	Type of Vender whether registered under GSTIN or not	Supplier of Goods/ Supplier of service/ Both (Tick relevant)
3.	Whether registered under	YES/ NO
4	Name & Address as registered in GSTIN	
5	GSTIN No. [copy should enclose]	
6	State of registration of GSTIN	
7	Status of GSTIN Registered customer whether SEZ/ EOU/DTA/ Govt/ Local Authority	
8	PAN No [copy should enclose] *	
9	Mobile No/ Fax No.	
10	e-mail id	
11	Contact person	
12.	Contact Landline NO.	

Seal and Signature

(To be uploaded online)

CHENNAI PORT TRUST

TENDER FOR “ANNUAL CONTRACT FOR HOUSE KEEPING, WARD SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI PORT”

FORM – XI

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)

GENERAL

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

BETWEEN

Chennai Port Trust, represented by Chairman, Chennai Port Trust, Chennai hereinafter referred to as “THE PRINCIPAL” / “EMPLOYER”

AND

..... represented by Shri hereinafter referred to as “The BIDDER / CONTRACTOR”.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for (Name of the Contract / Project / Stores equipment / item). 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.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the PRINCIPAL/EMPLOYER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS / CONTRACTORS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL/EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

Commitments of the PRINCIPAL/EMPLOYER

The PRINCIPAL/EMPLOYER undertakes that no official of the Principal/Employer connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER / CONTRACTOR, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

The PRINCIPAL/EMPLOYER will, during the pre-contract stage, treat all BIDDERS / CONTRACTORS alike, and will provide to all BIDDERS / CONTRACTORS the same information and will not provide any such information to any particular BIDDER / CONTRACTOR which could afford an advantage to that particular BIDDER / CONTRACTOR in comparison to other BIDDER / CONTRACTOR and could obtain an advantage in relation to the tender process or the contract execution.

All the officials of the PRINCIPAL/EMPLOYER will report to the Chairman / Chief Vigilance Officer of Chennai Port Trust any attempted or completed breaches of the above commitments as well as any substantial, suspicion of such a breach.

If the PRINCIPAL/EMPLOYER obtains information on the conduct of any of its employees with full and verifiable facts and the same is prima facie found to be correct which is a criminal offence under the Indian Penal Code / Prevention of Corruption 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.

Commitments of the BIDDER / CONTRACTOR

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 post contract stage.

- i. The Bidder /Contractor will not enter with other Bidder/Contractors 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.
- ii. The Bidder/Contractor will not commit any offence under the Indian Penal Code, 1860 / Prevention of Corruption Act, 1988 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.
- iii. The Bidder / Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or any other advantage, commission,

- fees, brokerage or inducement to any official of the Principal/Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- iv. The Bidder/Contractor further undertakes that it has not given, offered or promised to give directly or indirect any bribe, gift, consideration, reward, favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any official of the Principal/Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Principal for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Principal.
 - v. 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.
 - vi. Bidder / Contractors shall disclose the payments to be made by them to agents or any other intermediary, in connection with this bid/contract.
 - vii. The Bidder / Contractor further confirms and declares to the Principal/ Employer that the Bidder / Contractor is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal/Employer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder / Contractor, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - viii. The Bidder / Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Principal/Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - ix. The Bidder / Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - x. The Bidder / Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - xi. The Bidder / Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal/Employer as part of the business relationship, regarding plans, technical proposals and business

- details, including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- xii. The Bidder / Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
 - xiii. The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - xiv. If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Principal/Employer, or alternatively, if any relative of an officer of the Principal/Employer has financial interest / stake in the Bidder / Contractor's firm, the same shall be disclosed by the Bidder / Contractor at the time of filing of tender.
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
 - xv. The Bidder / Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Employer

Previous Transgression

The Bidder / Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify Bidder / Contractor's exclusion from the tender process.

If the Bidder / Contractor makes incorrect statement on this subject, the Bidder / Contractor can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Sanction for Violations

Any breach of the aforesaid provisions by the Bidder / Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder / Contractor shall entitle the Principal / Employer to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER / CONTRACTOR, However, the proceedings with the other BIDDER / CONTRACTOR (s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the P PRINCIPAL/EMPLOYER and the PRINCIPAL/EMPLOYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER / CONTRACTOR.
- (iv) To recover all sums already paid by the PRINCIPAL/EMPLOYER, and in case of an Indian BIDDER / CONTRACTOR with interest

thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India , while in case of a BIDDER / CONTRACTOR from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER / CONTRACTOR from the PRINCIPAL/EMPLOYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER / CONTRACTOR, in order to recover the payments, already made by the PRINCIPAL/EMPLOYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER / CONTRACTOR. The BIDDER / CONTRACTOR shall be liable to pay compensation for any loss or damage to the PRINCIPAL/EMPLOYER resulting from such cancellation/ rescission and the PRINCIPAL/EMPLOYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER / CONTRACTOR.
- (vii) To debar the BIDDER / CONTRACTOR from participating in future bidding processes of the Principal for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL/EMPLOYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER/CONTRACTOR(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrecoverable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL/EMPLOYER with the BIDDER / CONTRACTOR, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the PRINCIPAL/EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- (xi) 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.
- (xii) If the Bidder / Contractor can prove that he has restored /recouped the damage caused by him and has installed a suitable corruption prevention system, in such a case, it will be discretion of the Principal to revoke the exclusion prematurely.
- (xiii) The PRINCIPAL/EMPLOYER will be entitled to take all or any of the actions mentioned at Para (i) to (x) above of this Pact also on the Commission by the BIDDER / CONTRACTOR or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER / CONTRACTOR), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of

corruption Act, 1988 or any other statute enacted for prevention of corruption.

- (xiv) The decision of the PRINCIPAL / EMPLOYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER / CONTRACTOR shall be final and conclusive on the BIDDER / CONTRACTOR. However, the BIDDER / CONTRACTOR can approach the Independent Monitor (s) appointed for the purposes of this Pact.

Fall Clause

The BIDDER / CONTRACTOR undertakes that it has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Govt. of India or PSU and if it is found at any stage that similar product / systems or subsystems was supplied by the BIDDER / CONTRACTOR to the Principal at a lower price, then that very price, with due allowance for elapsed tie, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER / CONTRACTOR to the PRINCIPAL / EMPLOYER, if the contract has already been concluded.

Independent Monitors

The Principal/Employer has appointed two Independent External Monitors (hereinafter referred to as Monitors)

Shri.M.Selvaraj, Ex-Director (Fin)

Flat No.248, Wing D-2, Om Shubhkarma CHS Ltd.,
Karmakshetra, S.S.Nagar,
Mumbai – 400 037.

Shri.Ramabadrnan Krishnan, Ex-Director (HR),

A-4, ALKAPURI,
Bhopal – 462024,
Madhya Pradesh.

- (a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- (b) The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Chennai Port Trust.
- (e) The BIDDER / CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PRINCIPAL including that provided by the BIDDER / CONTRACTOR. The BIDDER / 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 Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor(s) with confidentiality.

- (f) The Principal / Employer 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.
- (g) The Monitor will submit a written report to the designated Authority of Principal / Employer / Chief Vigilance Officer of Chennai Port Trust within 8 to 10 weeks from the date of reference or intimation to him by the Principal / Employer / Bidder / Contractor and should the occasion arise, submit proposals for correcting problematic situation.
- (h) 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.
- (i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the Indian Penal Code, 1860 / Prevention of Corruption Act, 1988 and the Principal / Employer 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.
- (j) The word 'Monitor' would include both singular and plural.

Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL / EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER / CONTRACTOR and the BIDDER / CONTRACTOR shall provide necessary information and documents in English and shall extend all possible help for the Purpose of such examination.

Other Provisions

Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL / EMPLOYER.

Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Validity

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the PRINCIPAL and the Bidder / Contractor including warranty period whichever is later. In case Bidder / Contractor is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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.

Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

Equal treatment of all Bidders / Contractors /Sub-Contractors

- (a) The Bidder / Contractor undertake to demand from all sub-contractors a 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 Bidder / Contractors who do not sign this pact or violate its provisions.

The parties hereby sign this Integrity Pact at _____ on -----.

The Principal represented
by the Chairman, Chennai Port Trust
Name of the Officer
Designation

BIDDER / CONTRACTOR

Name
Designation

Witness 1
Name & address

Witness 1
Name & address

Witness 2
Name & address

Witness 2
Name & address

Place:
Date:

Annexure-1
(To be uploaded online)

SPECIMEN FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To
The Chief Engineer
Chennai Port Trust
No. Rajaji Salai
Chennai 1

**Sub: Tender For "ANNUAL CONTRACT FOR HOUSE
KEEPING, WARD SERVICING AND WASHING AT MAIN
HOSPITAL BUILDING OF CHENNAI PORT"**

Ref: **Tender No. T / WMA3 / 20/ 2018 / E**

The undersigned, having studied the pre-qualification submission for the above mentioned project, hereby states:

(a) The information furnished in our bid is true and accurate to the best of my knowledge.

(b) That in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the submission of a tender on the basis of provisions made in the tender documents to follow.

(c) When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.

(d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.

(e) We also state that no changes have been made by us in the downloaded tender documents and also understand that in the event of any discrepancies observed, the printed tender document No. _____ is full and final for all legal / contractual obligations [delete if not required].

Date:

Place:

Name of the applicant:

Represented by (Name & capacity):

Annexure-2

(on Rs.100/- Stamp paper to be typed in double spacing)
INDEMNITY BOND UNDERTAKING PROFORMA FOR 'PF'
(To be executed if applicable on obtaining work order)

From:

M/s.
(Contractor)

To

Board of Trustees of Chennai Port Trust

Sub: 1. Work order No. _____ dt: _____

2. Agreement No. _____ dt: _____

This INDEMNITY BOND/UNDERTAKING executed at Chennai, thisday
.....of.....20... by Messers _____ herein after called 'The
contractors' (which expression shall mean and include, if the context so
admits, the partners or partner for the time being of the firm and their or his
respective heirs, executors and administrations its successors and assigns in
law) in favour of "The Board of Trustees of Chennai Port Trust", a body
corporate under Major Port Trusts Act 1963, as amended by Major Port
Trust (Amendment) Act 1974 and having its principal place of business at
No.1 Rajaji Salai, Chennai - 600001. hereinafter called "Employer" (which
expression shall include its successors and assigns in law)

Whereas the Employer, desirous of having executed certain work specified in
the work order no. _____ dt. _____ issued by the Employer on the
contractors: has caused drawings, specifications and bill of quantity showing
and describing the work to be done prepared and the same have been signed
by or on behalf of the parties hereto AND WHEREAS the contractors have
agreed with the Employer to execute and perform the said work specified in
the said work order upon certain terms and conditions provided in the
agreement executed between the contractors and the Employer and also
contained in the General Conditions of contract attached thereto

AND WHEREAS the contractors are bound by law to comply with the
provisions of various Labour Laws like

State Migrant Workmen(Regulation of Employment and conditions of
service) Act 1979,

Contract labour (Regulation and Abolition) Act 1970,

Workmen's Compensation Act 1923,

Employees State Insurance Act

As also th Provident Fund Act

By the contractors but in the event of violation of the provisions of various
amenities and facilities to the workers under the different labour laws, not
only the contractors but also the Employer as the principal employer
becomes liable for the acts of omissions and commission by the Contractors.

IT IS THEREFORE THE INTENT OF THIS OF THIS INDEMNITY BOND UNDERTAKING BY THE CONTRACTORS to indemnify and keep indemnified the Employer as stated hereinafter.

1. The contractors hereby undertake to furnish a certificate with regard to the number of labourers employed by them in Chennai Port/in other places belongs to Chennai Port where the work is undertaking by the Contractors.

2. The contractors hereby confirm and state that they are duly registered under contract Labour (Regulation and Abolition) Act 1970 as amended from time to time and that they undertake to furnish a certified copy of the License obtained by the Contractors from the competent authority to the Employer's representative

3. The Contractors hereby undertake to keep proper record of attendance of his labourers and will give opportunity to the officers of the Employer to supervise the same and confer upon the Employer representative the right to countersign the said register if so required by the Employer. The Contractor shall provide a copy of the pay sheets to the location or his nominee of the Employer nominated by the Employer for supervision of the payment of wages made to the labourers by the contractors and also confer the right on the payment of wages made to the labourers by the contractors and also confer the right on the Employer's representative to supervise the payment of wages to the laboureres on the spot whenever required by the Employer.

4. The contractors states that they are fully aware of the provisions of the **Provident Fund Act**, and the rules made thereunder. The contractors hereby confirm that the said act and the rules made thereunder applicable/ not applicable to them since they have employed labourers exceeding _____ at any time and that the labourers so far employed were also on continuous basis or the contractors further confirm in this regard that no worker employed by them is in service for circumstances none of the workers employed by them is in service for circumstances none of the workers employed by them is eligible for **P.F benefits** under the said act. The contractors therefore state that they are exempted from the purview of the said act and the rules made thereunder and they are therefore not required to obtain in separate code.no from the **R.P.F.C**

* Strike out whichever is not applicable

5. The contractors hereby undertake and agree that they will comply to ESI Act for this contract and in event of any claim on account of **P.F** liabilities arising in future, they shall keep the Employer duly indemnified against all losses, damages, charges, expenses, penalties, suites or proceedings which the Employer may incur, suffer or be put to on that account.

6. The contractor hereby agree, confirm and declare that they have fully complied and will comply with the provisions of various labour laws, particularly those referred herein above and that no violation of the provisions of various amenities and facilities to the workers under different laws has been done by them and in the events of any past or future violation of the various labour laws, the contractors shall indemnify and keep the Employer duly indemnified against all losses, damages, costs, expenses, penalties, suits or proceedings which the Employer may incur, suffer or be put to.

7. The contractor hereby agree that the aforesaid indemnify undertaking are in addition to and not in substitution of the terms and conditions in the tender documents and the work order and also the agreement executed by the contractors with the Employer.

8. The contractor hereby confirm, agree and record that these terms of undertaking and indemnify shall be irrevocable and unconditional and shall be binding on their heirs, executors, administrators and legal representatives and shall ensure for the Employer's benefit and for the benefit of its successors and assigns.

9. That all questions, issues dispute and differences between the contractor and the Employer arising under this indemnity bond/undertaking shall be referred to arbitration in the same manner as indicated in the contract dt_____ executed between the Contractors and the Employer.

Date:

Yours faithfully
Contractors Name and Signature
Company seal

In the presence of

Witness: 1
(Full address)
.....

Witness: 2
(Full address)
.....

Annexure-3

(on Rs.100/- Stamp paper to be typed in double spacing)
INDEMNITY BOND UNDERTAKING PROFORMA FOR 'ESI'
(To be executed if applicable on obtaining work order)

From:

M/s.

(Contractor)

To

Board of Trustees of Chennai Port Trust

Sub: 1. Work order No. _____ dt: _____

2. Agreement No. _____ dt: _____

This INDEMNITY BOND/UNDERTAKING executed at Chennai, thisday
.....of.....20... by Messers _____ herein after called 'The
contractors' (which expression shall mean and include, if the context so
admits, the partners or partner for the time being of the firm and their or his
respective heirs, executors and administrations its successors and assigns in
law) in favour of "The Board of Trustees of Chennai Port Trust", a body
corporate under Major Port Trusts Act 1963, as amended by Major Port
Trust (Amendment) Act 1974 and having its principal place of business at
No.1 Rajaji Salai, Chennai – 600001. hereinafter called "Employer" (which
expression shall include its successors and assigns in law)

Whereas the Employer, desirous of having executed certain work specified in
the work order no. _____ dt. _____ issued by the Employer on the
contractors: has caused drawings, specifications and bill of quantity showing
and describing the work to be done prepared and the same have been signed
by or on behalf of the parties hereto AND WHEREAS the contractors have
agreed with the Employer to execute and perform the said work specified in
the said work order upon certain terms and conditions provided in the
agreement executed between the contractors and the Employer and also
contained in the General Conditions of contract attached thereto

AND WHEREAS the contractors are bound by law to comply with the
provisions of various Labour Laws like

State Migrant Workmen(Regulation of Employment and conditions of
service) Act 1979,

Contract labour (Regulation and Abolition) Act 1970,

Workmen's Compensation Act 1923,

Provident Fund Act

As also Employees State Insurance Act

By the contractors but in the event of violation of the provisions of various
amenities and facilities to the workers under the different labour laws, not
only the contractors but also the Employer as the principal employer
becomes liable for the acts of omissions and commission by the Contractors.

IT IS THEREFORE THE INTENT OF THIS INDEMNITY BOND UNDERTAKING
BY THE CONTRACTORS to indemnify and keep indemnified the Employer as
stated hereinafter.

1. The contractors hereby undertake to furnish a certificate with regard to the number of labourers employed by them in Chennai Port/in other places belongs to Chennai Port where the work is undertaken by the Contractors.

2. The contractors hereby confirm and state that they are duly registered under contract Labour (Regulation and Abolition) Act 1970 as amended from time to time and that they undertake to furnish a certified copy of the License obtained by the Contractors from the competent authority to the Employer's representative

3. The Contractors hereby undertake to keep proper record of attendance of his labourers and will give opportunity to the officers of the Employer to supervise the same and confer upon the Employer representative the right to countersign the said register if so required by the Employer. The Contractor shall provide a copy of the pay sheets to the location in charge of the Employer nominated by the Employer for supervision of the payment of wages made to the labourers by the contractors and also confer the right on the payment of wages made to the labourers by the contractors and also confer the right on the Employer's representative to supervise the payment of wages to the labourers on the spot whenever required by the Employer.

4. The contractors state that they are fully aware of the provisions of the **ESI Act**, and the rules made thereunder. The contractors hereby confirm that the said act and the rules made thereunder applicable / not applicable to them since they have employed labourers exceeding _____ at any time and that the labourers so far employed were also on continuous basis or the contractors further confirm in this regard that no worker employed by them is in service for circumstances none of the workers employed by them is eligible for **ESI benefits** under the said act. The contractors therefore state that they are exempted from the purview of the said act and the rules made thereunder and they are therefore not required to obtain in separate code. no from the **ESI Corporation**

* Strike out which ever is not applicable.

5. The contractors hereby undertake and agree that they will comply to ESI Act for this contract and in event of any claim on account of **ESI** liabilities arising in future, they shall keep the Employer duly indemnified against all losses, damages, charges, expenses, penalties, suits or proceedings which the Employer may incur, suffer or be put to on that account.

6. The contractor hereby agree, confirm and declare that they have fully complied and will comply with the provisions of various labour laws, particularly those referred herein above and that no violation of the provisions of various amenities and facilities to the workers under different laws has been done by them and in the events of any past or future violation of the various labour laws, the contractors shall indemnify and keep the Employer duly indemnified against all losses, damages, costs, expenses, penalties, suits or proceedings which the Employer may incur, suffer or be put to.

7. The contractor hereby agree that the aforesaid indemnify undertaking are in addition to and not in substitution of the terms and conditions in the tender documents and the work order and also the agreement executed by the contractors with the Employer.

8. The contractor hereby confirm, agree and record that these terms of undertaking and indemnify shall be irrevocable and unconditional and shall be binding on their heirs, executors, administrators and legal representatives and shall ensure for the Employer's benefit and for the benefit of its successors and assigns.

9. That all questions, issues dispute and differences between the contractor and the Employer arising under this indemnity bond/undertaking shall be referred to arbitration in the same manner as indicated in the contract dt_____ executed between the Contractors and the Employer.

Date:

Yours faithfully
Contractors Name and Signature
Company seal

In the presence of

Witness: 1
(Full address)
.....

Witness: 2
(Full address)
.....

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. T/WMA3/20/2018/E** 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 _____ 2018

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

TENDER FOR “ANNUAL CONTRACT FOR HOUSE KEEPING, WARD SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI PORT.”

PREAMBLE TO BILL OF QUANTITIES

1. General

The contractor’s attention is drawn to the conditions of contract, the specifications and the drawings all of which are to be read in conjunction with the Bill of Quantities hereinafter. Directions and descriptions of work and material given in the other parts of the Contract Documents are not necessarily repeated in the Bill of Quantities.

The total cost of complying with all the provisions, conditions, obligations and liabilities etc. described in the contract and of carrying out the works as specified including, but not by way of limitation, all charges and the rates and prices inserted in the Bill of Quantities hereinafter unless expressly otherwise provided for in the contract. Consequently, the contractor shall have no claim for further or extra payment in respect of any work or rates and prices set against each item are to be for full and / or described in the specification which can reasonably be inferred there from and are to cover the cost of provision of all labour, materials, tools, tackles, plants, equipment, fuel etc. all as per conditions stipulated elsewhere. The rates shall also include all contingent cost and charges whatsoever including all taxes **except GST** and all the contractor’s obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

The quantities given in the Bill of Quantities are estimated and provisional with the exception of lump sum items, the basis of payment shall be the actual quantities of work ordered and carried out as measured by the contractor and verified by the Engineer or his representative and valued at the rates and prices specified in the Bill of Quantities, where acceptable and otherwise at such rates and prices as the Engineer may fix within the terms of the contract.

The quantities of work and materials stated in the Bill of Quantities shall not be considered as limiting of extending the amount of work to be done or material to be supplied by the contractor.

The contractor is deemed to be familiar with all site conditions at the Port Site, weather all site investigation records, available means of access and the locality of any existing services and working restrictions due to testing site features or other contractor’s works in order to execute the works.

General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. The contractor is deemed to have referred to the relevant sections of the contract documentation and prices incorporated against each item in the Bill of Quantities.

The method of measurement is described in the following preambles and / or is demonstrated in the measured items included in the Bill of Quantities

Provisional Sums included and so designated in the Bill of Quantities shall be expanded in whole or in part at the direction and discretion of the Engineer.

Unless separate items are measured, rates and prices must include for all testing in accordance with the specification.

The following abbreviations have been used:

LS	-	Lump Sum
M /m	-	metre
M ² / m ²	-	square metre
M ³ / m ³	-	cubic metre
T/t /Te/ te/MT	-	tonne
wk	-	week
No./Nos	-	Number/ Numbers
Rs.	-	Indian Rupee
KG	-	Kilogram
RM/Rm	-	Running metre

2. MEASUREMENT

2.1 General

Unless stated or billed otherwise, quantities shall be measured in accordance with IS: 1200 and are net as they are finished and fixed in the works. The rates and prices shall include whatever allowance is considered by the contractor to be necessary for working area, construction slopes, batter etc. The method of measurement shall comply with the provision hereafter.

3.0 PAYMENT

3.1 General

Payment shall be made on the recorded measurements and the contractor will have to prepare and submit by himself the bills in the prescribed form once in a month, Payment will be made ordinarily once in a month.

4. Specification of works

1. Schedule A1 “ House Keeping work”

CLEANING SCHEDULE:

Work is to be carried out on all days in three shifts including Sundays & holidays by engaging **total 22 nos per day including supervisor personnel ie., 18Nos of cleaning personnel per day (5 Nos male and 13 Nos female) for cleaning & mopping and 4 Nos Male Supervisory staff per day (Three shifts and one General shift -1 no in Each Shift)** for all floors of Medical Block, and II Floor of Surgical Block as directed by CMO / representative

- a) Sweeping the floors / verandah / staircase / ward . 2times in a shift
- b. Mopping the floors with wet cloth using soap water (or) any other liquid detergent (Antiseptics) } 2times in a shift and as when required
- c. Cleaning the toilets including floors and sanitary fittings such as wash basin, mirror, sink in the verandahs using liquid detergent / floor cleaner } 1time in a shift and as when required
- d. Cleaning the doors, windows, ventilator portions, staircase handrails, with soap water / liquid detergent and wiping with dry cloth or chamois leather - } Daily once
- e. Washing the floor area, ward area, laboratories, verandah and passage with soap water etc } once a week
- f. Cleaning all Manhole around the main hospital building } once a week

NOTE :

1. All the cleaning materials **as per the Clause 8 of Sec II** such as phenyl, Bleaching powder, liquid detergent (soap oil), Bactal (Multi purpose cleaner), hydrochloric acid (diluted Muriatic acid), flush clean, disinfectant, coloured waste disposable bags etc., shall be supplied by the contractor at his own cost and shall be shown to the Supervisory Nurse/ First Aid Superintendent / Sergeant or other authorised representatives of **Chief Medical Officer** before daily use. The contractor shall ensure that adequate quantity of materials (Minimum 15 days material should be at site as stock) is always available for maintaining the area in neat and tidy hygienic condition. All the materials used shall be of superior approved quality.
2. All the cleaning tools such as Broom, yellow cloth etc., shall be supplied by the contractor at his own cost and shall be shown to the Supervisory Nurse / First Aid Superintendent / Sergeant or other authorised representatives of Chief Medical Officer before daily use. The contractor shall ensure that adequate quantity of materials is always available for maintaining the area in neat and tidy hygienic condition.
3. All the waste materials including dust, dirt, waste cloth, waste bottles, waste papers, waste boxes collected from various places in and around hospital shall be properly conveyed through dust baskets and / or bio-degradable bags and dumped in the dust bins kept in and around hospital building. Bio Medical wastes are to be dumped in the separate bins available as directed and as per scope of work.

4. The Cleaning staff and supervisory staff shall be provided with "House keeping uniform and other safety materials required and quote the rates inclusive of all such cost.
5. Cleaning staff to be posted shall be young and energetic and capable of carrying out the works assigned then and there.
6. The Provisional rate as per Sch A3 + 25% will recovered from the contractors running bills for non posting of labour by the contractor for any category of labour/supervisory staff as applicable as case may be.
7. For non consumption and improper utilization of cleaning materials will attract recovery to the maximum extent of amount worked out for a day or part thereof as per the quoted rates for that item and as decided by the CMO / CMO's representative.
8. All the norms stipulated in the labour act shall be followed.

2. Schedule A2 "WARD SERVICING AND WASHING"

WARD SERVICING AND WASHING SCHEDULE:

Work is to be carried out on all days in three shifts including Sundays & holidays by engaging **total 21Nos of cleaning personnel per day (6Nos female and 15 nos male)** for laboratories and wards as detailed below .

Duties of ward service personnel includes but not limited to:

1. Clean the bed side lockers, over bed food trollies, cots & assists in bed making.
2. Clean / scrub articles/ utilities.
3. To assist in fetching indent items.
4. Clean the associated toilet and disinfectant.
5. Disposal of bio medical waste.
6. Clean the dialysis RO plant.
7. Remove and exchange of used linen
8. Preliminary washing of soiled linen
9. Empty and clean urinals and bed pans
10. Empty urine bags
11. Aid the HO / Attender in transporting patients (wherever / whenever required)
12. Mobilise samples to the lab
13. Packing/ Draping of bodies in the event of death and transporting the same to mortuary

Duties of Lab Assistants includes but not limited to:

14. Collection of urine and motion samples and discarding them in the lab
- 15..Distributing and washing specimen container / tubes
16. Maintaining cleanliness of lab work benches.
17. Handling, discarding of Histopathological specimens, cleaning the containers and returning to respective Specialties / OT
- 18..Any other related jobs assigned by the Lab MO / Duty Nurse with respect to cleanliness of Lab / Ward respectively
19. Removing the cob webs - 1 time daily
20. Washing Periodicity

DAY	PLACE OF WASHING
Sunday	ICU, MRD, Sergeant Room
Monday	SN, (W)Ho rooms, Women Lascars room, Children & Maternity ward
Tuesday	MMW, (M) HO,I Floor of medical Block
Wednesday	Lab, Labour Ward and surrounding areas
Thursday	II Floor Surgical Block
Friday	FMW, CMO Office and surrounding areas of II Floor Medical Block
Saturday	Casualty

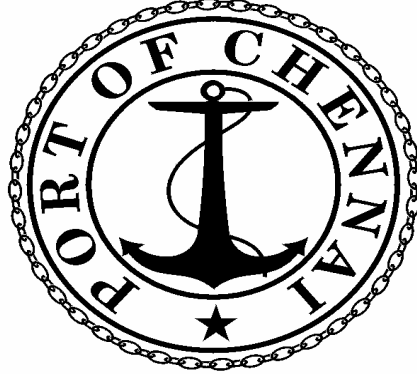
21. The Cleaning staff and supervisory staff shall be provided with required materials for the work **as per Clause 8 of Sec II**, "House keeping uniform and other safety materials, machinery, tools etc., complete. and quote the rates inclusive of all such cost.
22. Use floor washing machine for all floors with disinfectant..
23. Cleaning staff (Age less than 50 years as on commencement of work) to be posted shall be young, energetic and capable of carrying out the works assigned to them then and there.
24. The entire waste of various areas will be managed and disposed as per the specification and norms delivered by CHPT in keeping with policies of TNPCB. The house keeping supervisory team will do constant monitoring and adoption.
25. The Provisional rate as per Sch A3 + 25% will recovered from the contractors running bills for non posting of labour by the contractor for any category of labour/supervisory staff as applicable as case may be.
26. All the norms stipulated in the labour act shall be followed.

GENERAL NOTES FOR ALL SCHEDULES OF BOQ

1. The work will be awarded to the lowest bidder considering quoted amount for all the schedules put together i.e amount quoted for all the schedules A1, A2 will be considered for evaluation. The splitting of work is not envisaged.
2. The Tenderer is advised to inspect the site before quoting the rates.
3. The Contractor shall engage of Supervisor staff for each shift and shall report the posting of house keeping / ward servicing lascars to the shift supervisory nurse/ First Aid Superintendent / Sergeant or other authorized representatives of Chief Medical Officer in charge of hospital along with required daily cleaning materials in each shift and the strength of labours in each shift is flexible and as directed at site requirement.
4. The Shift supervisory nurse / First Aid Superintendent / Sergeant Check or other authorised representatives of Chief Medical Officer and report to the medical officer in charge.
5. The contractor shall make arrangements to carryout all the cleaning works mentioned above daily on all days without causing inconvenience to normal functioning of hospital. Morning cleaning shall be commenced and finished before the start of consultation hours / Doctor's visit.

6. The contractor shall be responsible for any damage to glass panels and all other fittings while cleaning and should replace them at his cost.
7. The payment shall be made once in a month only after the satisfactory completion of the work.
8. The rates are inclusive of all labour, materials & tools etc., for carrying out the work and also all taxes, levies, ESI, PF etc., excluding GST.
9. GST shall be paid extra along with running account bill at the rate prescribed by the Govt. from time to time on production of the relevant documentary evidence.
10. If the performance of the contractor is not satisfactory or not upto the expectation of the Chief Medical Officer or his representative, the contract will be terminated forthwith and the payment, if any, will be made proportionately for the period worked and the items of work attended.
11. While working at heights, the contractor should use non- skid type safety ladders with adequate strength. The contractor should also provide necessary helpers for all the works which are carried out at heights. Further, the contractor must provide safety belts to their workers working on heights.
12. The contractor should maintain a Muster Roll apart from that the attendance should be executed preferably through Electronic card swiping system & thumb impression as applicable in similar institutions and Material Register in the prescribed form and should get the acknowledgement from the Trust's official daily. Supervision will be done by Trust to see that all the labourers are working in all the shifts.
13. The cleaning area in the Hospital building is mentioned in the above tabular column.
14. The payment should be made on weekly basis or monthly basis. Payment should be made in either in cheque or ECS. The payment proof to the labour should be submitted prior to the submission of running bill.
15. The actual posting of labour / cleaning materials (Minimum 15 days material should be at site as stock) and tools supplied by the contractor daily shall be recorded in a site register by CMO's representatives for effecting recovery for non posting /non Consumption of cleaning material & tools, if any in monthly bills.
16. Payment to the workers shall not be less than minimum wages declared by the Central labour Commissioner from time to time.
17. The contractor shall implement schedules for the entire house keeping activities from 10th day of the start of the operations, implements and follow checklists and maintain stock monitoring register.
18. All labour engaged shall be provided with uniforms (Half sleeved shirt with trousers- colour as decided by CMO and with black shoes and for female staffs wear sarees or salwar suit with over coat.

19. Supervisor having 2-3 years experience in hardcore housekeeping activities and staffs having experienced with minimum qualification and ability to understand, read and write in Tamil language.
20. The water for the work will be supplied free of cost by the Trust.
21. For further details the Trust's Chief Medical officer (CMO) may be contacted during office hours Ph. No. 25362201 Extn.2373
22. In addition to the cleaning schedule indicated, Tenderer shall carryout cleaning as and when required by the CMO or his representative without claiming extra cost.



CHENNAI PORT TRUST
No.1 Rajaji Salai
Chennai - 600 001

Tender No. T/WMA3/ 20 /2018/ E

**TENDER FOR “ANNUAL CONTRACT FOR HOUSE KEEPING, WARD
SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI
PORT”**

THROUGH E-PROCUREMENT MODE

Volume - II
(Price Bid)

Due Date of online submission : 15.00 Hrs. on 26.06.2018
Due Date & Time of bid opening : Intimated Later

CHENNAI PORT TRUST

TENDER FOR “ANNUAL CONTRACT FOR HOUSE KEEPING, WARD SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI PORT”

VOLUME II

PRICE BID

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

Tender Inviting Authority : CHIEF ENGINEER, Chennai Port Trust

Nature of Work: TENDER FOR “ANNUAL CONTRACT FOR HOUSE KEEPING, WARD SERVICING AND WASHING AT MAIN HOSPITAL BUILDING OF CHENNAI PORT”

Contract No: T / WMA 3 / 20 /2018 /E

Bidder Name :							
PRICE SCHEDULE							
<p>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only. The subject tender is a deemed contract as defined in sec.2(119) of CGST ACT 2017 and attracts applicable GST on the total value of contracts. The tenderers shall examine the various provisions of the CGST/IGST/UGST/SGST ACT 2017 as notified by the Central/State Government and as amended from time to time before bidding. Tenderers shall ensure that full benefit of ITC likely to be availed by them is duely considered while quoting rates. The quoted rate shall be exclusive of GST and the GST as applicable for the work will be paid by ChPT.)</p>							
	Sl.No. and Description of work	No.or Qty.	Unit	Estima ted Rate (in. Rs.)	RATE		AMO UNT Rs. P
					Figures	In To be entered by the Bidder P	
					Rs.	Words	
I	Schedule A1(House Keeping work)						
1	Sweeping ,Cleaning, mopping and maintaining in neat and tidy & hygienic condition daily all the ward areas, all OP areas of Medical Block, II Floor of Surgical Block,	12	1 Month (One Month)			Rupees only	

<p>casualty, all office/ rest rooms, kitchen/ stores, board room, laboratories, pharmacy, verandah, passages, ramps, all toilets, bathrooms and stair case, common areas, inside lift/ lift rooms, mortuary, washing area (Dhoby) including cleaning all the doors, windows, partitions, ventilators, racks, A/C, computers, TV, signage, Venetian blinds, glass, grills, furniture and sanitary fittings such as water closets, urinals, wash basins, sink, drainage channels in ground floor, first floor, and second floor of Main Hospital building and II Floor of Surgical Block, mentioned below all as directed as per the programme of CMO/ Medical Officer including cleaning the parking area , open area around the Medical Block , terrace and also maintenance of garden/ greenery with litter free and depositing / disposing the collected waste materials into the container dust bins, and as per scope of work including all cleaning materials , labour, tools, equipments etc., Cleaning schedule specification under Clause 4 of Preamble Bill of Quantities.</p>						
<p>II Schedule A2 - (WARD SERVICING AND WASHING SCHEDULE)</p>						
<p>1 Providing ward service in ward areas of male, female, children, maternity, ICU, Gyanec, Casualty etc., at ground, first & second floor and laboratory services in all labs and second floor of Surgical Block. Including removing the cobwebs & , washing the above mentioned floor area, ward area, laboratories, verandah and passage including around the building, common area, portico, bio medical rest room, kitchen rest room, dust bins all around the building, cleaning with soap water etc., and</p>	<p>12</p>	<p>1 Month (One Month)</p>				

	all man holes around the building to be cleaned in main Hospital all as directed and per the programme of CMO/ Medical Officer and as per scope of work including all labour, cleaning materials, machineries , tools, etc., complete. Cleaning schedule specification under Clause 4 of Preamble Bill of Quantities.					
III	Schedule A3- (Provisional Item)					
1	<p>Provisional Item for the labours rates employed for the Sch A1 & Sch A2.This item will be operated as and when required, if extra labour operated in case of emergency this rate will be adopted.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. This Schedule is not considered for comparative purpose / award of work. 2. Prior Notice of 24hrs will be given. 3. The labour will be permitted to deployed will be from the approved pool of labours. 4. The approved pool of labours listed to 1.5 times of the labour required for any given day. 5. The provisional item in no case should not be operated not more than 5% of the contract value in respect of labour. <p>a. Cleaning personnel</p> <p>b. Supervisor</p>					
Total in Figures						00
Total in Words						