



चेन्नई पोर्ट ट्रस्ट
CHENNAI PORT TRUST

MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT.

TENDER No. : MEE/ 21/2018/Dy. CME(R&D)
CLOSING DATE : 27 .06.2018
CLOSING TIME : 14:30 Hrs
EMD : Rs.1,50,000/-

TENDER DOCUMENT

FOR

e-TENDER FOR HIRING 2 Nos. WATER TANKER LORRY OF NOT LESS THAN 10,000 LITRES CAPACITY EACH FOR A PERIOD OF TWO YEARS ON 24 Hrs, MONTHLY BASIS

TENDER OPENING ON 28. 06.2018 @ 15:00 Hrs.

e-TENDER FOR HIRING 2 Nos. WATER TANKER LORRY OF NOT LESS THAN 10,000 LITRES CAPACITY EACH FOR A PERIOD OF TWO YEARS ON 24 Hrs, MONTHLY BASIS

MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT

TENDER NO: MEE / 21 / 2018 / Dy.CME(R&D)

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NOTICE INVITING TENDER
CHENNAI PORT TRUST CHENNAI – 600001

NIT No: MEE/ 21 / 2018 /Dy.CME(R&D)

e-TENDER FOR HIRING 2 Nos. WATER TANKER LORRY OF NOT LESS THAN 10,000 LITRES CAPACITY EACH FOR A PERIOD OF TWO YEARS ON 24 Hrs, MONTHLY BASIS.

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

Details about tender:

| | |
|--------------------------------|---|
| Department Name | Mechanical & Electrical Engineering Department |
| Division | Dy.Chief Mechanical Engineer (R&D) Division, Old Administrative Office Building, II Floor, Rajaji Salai, Chennai – 600 001. |
| Tender Notice No. | MEE / 21/ 2018 / Dy.CME(R&D) |
| Name of Work | e-Tender hiring of 2 Nos. of Water Tanker Lorry not less than 10,000 litres capacity for a period of two years on 24 hrs monthly basis. |
| Estimated Contract Value (INR) | Rs. 73,92,000/- |
| Period of contract | The contract period is 24 months from the date of handing over of vehicle. |
| Bidding Type | Open |

| | |
|-------------------------------------|---|
| Qualifying Criteria : | <p>PRE-QUALIFICATION CRITERIA / BIDDING CONDITION</p> <p>i) The average annual financial turn over during the last three (3) years, ending 31st March of 2014-15,2015-16 & 2016-17, should be at least Rs.22,17,600/-. A copy of Annual Turnover Statement, Profit and Loss statements and Balance sheet for the afore said three years shall be submitted duly certified by Chartered Accountant.</p> <p>ii)The Tenderer should have experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should fulfill either of the following:-</p> <p>a) One similar completed works costing not less than the amount equal to 80% of estimated cost ie. Rs.59,13,600/-each work. (OR)</p> <p>b) Two similar completed works costing not less than the amount equal to 50% of estimated cost ie. Rs.36,96,000/--each work. (OR)</p> <p>c) Three similar completed works costing not less than the amount equal to 40% of estimated cost ie. Rs.29,56,800/-each work.</p> <p>iii) Similar works means: Supply/Supply and manning of any capacity of Trucks/ lorries / Tanker lorries on hire basis to Central Government / State Government /Public Sector under takings/ Port sector/any private organization.</p> <p>Note-1: The tenderer shall enclose the "Notorised or self attested copies of the work orders of similar works and its completion certificates from the end user indicating the date of completion, with value of work done, with work order reference number and date.</p> <p>Note-2: Date of completion of work during the last seven years will be considered for evaluation irrespective of date of placement of work order. In such case, contract should have been successfully completed and the total contract value will be considered for evaluation.</p> <p>The Trust reserves the right to verify the original documents before awarding of work to the successful tenderer.</p> |
| Tender Document Cost | NIL |
| Bid Security/ EMD (INR) | Rs.1,50,000/- |
| Bid Document Downloading Start Date | 05/06 / 2018 onwards |
| Bid Document Downloading End Date | 27/06 / 2018 @ 14:30 Hrs. |

| | |
|---|--|
| Bid Opening Date | 28/06 / 2018 @ 15:00 Hrs. |
| Documents required to be submitted by scanning through online | Documents in support of fulfilling qualifying criteria as indicated above. |
| Bid Validity Period | 180 Days |
| Officer- Inviting Bids: | CHIEF MECHANICAL ENGINEER |
| Bid Opening Authority : | CHIEF MECHANICAL ENGINEER |
| Address: | Chief Mechanical Engineer, VII Floor, Centenary Building, Rajaji Salai, Chennai – 600 001. |
| Contact Details : | The Dy .CME (R&D), Chennai Port Trust, 2 nd Floor, Old Admn. Office Building, Rajaji Salai, Chennai – 600 001. Phone No: 9444610664 Email: v.thuraipandian.chpt@gov.in |

CHIEF MECHANICAL ENGINEER

INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

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

14. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time.
15. 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.
16. The rates offered details have to be entered separately in a spread sheet file (xls) in the space allotted and should be updated as BOQ.xls file for each tender after the financial bid. The BOQ file, if found modified by the bidder, his bid will be rejected.
17. The tendering system will give a successful bid updation message & then a bid summary will be shown with the bid no. & the date & time of submission of the bid with all other relevant details. The bidder has to submit the relevant files required as indicated in the cover content, In case of any irrelevant files, the bid will be rejected.
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 TIA, the bid number can be used as a reference.
21. Bidder should log into the site well in advance for bid submission so that he submits the bid in time i.e on or before the bid submission time, If there is any delay, due to other issues, bidder only is responsible.
22. Each documents to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2 MB, it can be reduced by scanning at low resolution and the same can be uploaded. However of the 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 viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
25. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used Data storage encryption of sensitive fields is done.
26. Any documents that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using

buyers public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.

27. Tenderer is required to submit their tender through online on or before due date of closing time. The tender received after the due date and time will not be entertained.

Tender Document can be submitted online only in the designated two cover system on the e-tender website eprocure.gov.in on or before the due date and time. However, one Hard copy of the sealed and signed Tender without price bid shall be submitted as specified in the Tender.

Tenderer should submit the tender as per specification indicated in Schedule 'A' and accordance with the instructions to Tenderers, Tender Information Sheet, General Conditions of Contract and Special Conditions of Contract.

28. Technical and Commercial bid(Cover-I)

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

- i) EMD(Bid Security) to be submitted along with the bids in the form of Account Payee Demand Draft / Fixed Deposit Receipt / Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form safe guarding the purchaser's interest in all respects , in favour of Chairman, Chennai Port Trust payable at Chennai (Or) Copy of valid
 - (a) Micro and Small Enterprise (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprise (MSME) (or)
 - (b). firms are registered with the Central Purchase Organisation or the Concerned Ministry or Department.
- ii) Tender document cost is free.
- iii) Documents required as per Pre Qualification Criteria as specified in the Tender.

29. Price Bid (BOQ) –(cover-II)

Price should be quoted in Online "Price Schedule – 'A1' (as per BOQ). Price should be quoted in a spread sheet file (.xls format) available in e- procurement portal only. Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright. For evaluation purpose, the uploaded offer documents will be treated as authentic and final.

The price bid submitted through e-procurement mode only will be taken up for the purpose for evaluation.

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

31. **Other conditions:**

- a. There are no significant inconsistencies between the proposal and the supporting documents.
- b. The Port Trust reserves the right to reject any tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port Trust in respect of such Tenders.
- c. The Port Trust would have the right to seek clarification on Techno- commercial conditions wherever necessary.
- d. During evaluation and comparison of bids, the purchaser may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing by Registered / Speed Post / e-mail asking the Tenderer to respond by a specified date and also mentioning therein that, if the tenderer does not comply or respond by the date his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further, No change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained. The shortfall information / documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. (Example: if the Permanent Account Number, Registration with GST has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a work order without its completion / Performance Certificate, the certificate can be asked for and considered. However, no new work order should be asked for so as to qualify the bidder.
- e. The date and time of price bid opening will be hoisted in trust website

32. **AMENDMENT TO TRUST TENDER DOCUMENT :**

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

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

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

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

CHIEF MECHANICAL ENGINEER.

INSTRUCTION TO TENDERERS (ITT)

1. "e-Tender for hiring of 2 Nos. of Water Tanker Lorry not less than 10,000 litres capacity each for a period of two years on 24 hrs monthly basis". as detailed in the Specification under Schedule "A" attached herewith and in accordance with instructions to tenders, conditions of contact, etc. are submitted through online submission and one sealed and signed hard copy with out Price bid shall submitted to the office of the Chief Mechanical Engineer, Chennai Port Trust located at the 7th of floor of the Centenary Building. **The Tender opening date is 28 .06.2018**

The Tender Document is also available on the Chennai Port Trust's Website www.chennaiport.gov.in for downloading

2. ELIGIBILITY CRITERIA:

- i) The average annual financial turn over during the last three (3) years, ending 31st March of 2014-15,2015-16 & 2016-17, should be at least Rs.22,17,600/-.. A copy of Annual Turnover Statement, Profit and Loss statements and Balance sheet for the afore said three years shall be submitted duly certified by Chartered Accountant.
- ii) The Tenderer should have experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should fulfill either of the following:-
 - a) **One** similar completed works costing not less than the amount equal to 80% of estimated cost ie. **Rs.59,13,600/-**each work. (OR)
 - b) **Two** similar completed works costing not less than the amount equal to 50% of estimated cost ie. **Rs.36,96,000/--**each work. (OR)
 - c) **Three** similar completed works costing not less than the amount equal to 40% of estimated cost ie. **Rs.29,56,800/-**each work.

Similar works means: Supply/Supply and manning of any capacity of Trucks/ lorries / Tanker lorries on hire basis to Central Government / State Government /Public Sector under takings/ Port sector/any private organization.

PI Note-1: The tenderer shall enclose the "Notorised or self attested copies of the work orders of similar works and its completion certificates from the end user indicating the date of completion, with value of work done with work order reference number and date.

Note-2: Date of completion of work during the last seven years will be considered for evaluation irrespective of date of placement of work order. In such case, contract should have been successfully completed and the total contract value will be considered for evaluation.

The Trust reserves the right to verify the original documents before awarding of work to the successful tenderer.

3. TEST OF RESPONSIVENESS

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

- a. it is received by the Application Due date including any extension there of
- b. it is signed, sealed, bound together in the hard copy of the Tender document.

- c. Auditor's report of Annual turn over for last three years in original of profit and loss statements and balance sheet for last three years with endorsed by CA.
- d. work order for similar works, successful completion certificate with performance and value of work done, work order ref. no. and date
- e. it is accompanied by the Power of Attorney
- f. it contains all the information in formats and documents as requested in all respects
- g. copy of GST registration Certificate

4. TECHNO COMMERCIAL BID

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

- i) The Earnest Money Deposit for this tender is Rs. **1,50,000/-** (Rupees one lakh fifty thousand only). The amount may be paid in the form of Account Payee Demand Draft / Fixed Deposit Receipt / Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form safe guarding the purchaser's interest in all respects , in favour of Chairman, Chennai Port Trust payable at Chennai (Or) Copy of valid
 - (a) Micro and Small Enterprise (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprise (MSME) (or)
 - (b). firms are registered with the Central Purchase Organisation or the Concerned Ministry or Department.
- ii) **The original EMD in the above form shall be sent along with Hard Copy of the documents and shall not be sent separately.**
 - a) Tender documents with seal & sign in all pages with relevant documents either in the scanned copy or hard copy.
 - b). The tenderer should not indicate the rate anywhere directly or indirectly in the technical bid. Any such offers will disqualify the tender forthwith.

5. PRICE BID

- a. **The Price Schedule (BOQ) shall be submitted through on line only**

5.1 HARD COPY

The hard copy of Tender document sealed & signed in every page with relevant documents along with EMD in the above form shall be submitted in the office on the due date of submission.

6. POWER OF ATTORNEY

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

7. LANGUAGE

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

8. EARNEST MONEY DEPOSIT

Tenders not submitted with the EMD, will be summarily rejected.

- a) EMD(Bid Security) to be submitted along with the bids in the form of Account Payee Demand Draft / Fixed Deposit Receipt / Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form safe guarding the purchaser's interest in all respects , in favour of Chairman, Chennai Port Trust payable at Chennai.
- b) EMD of the unsuccessful bidders will be returned after expiry of the final bid validity and latest on or before the 30th day after the award of contract.
- c) However, Bid Security should be refunded to the successful bidder on receipt of Performance Security.
- d) EMD shall be valid for a period of 45 days beyond the final bid validity period.
- e) The EMD shall be retained until finalization of Tenders. If any statements / documents /information submitted by the Tenderer is found false cum incorrect. Willful misrepresentation or omission of facts or fake cum forged documents, the EMD shall be forfeited.
- f) Exemption of EMD shall be allowed with validity in case of
 - (i) Micro and Small Enterprise (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprise (MSME) (or)
 - (ii) are registered with the Central Purchase Organisation or the Concerned Ministry or Department.

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

The Tenderer shall furnish the details of Bank Account No., Bank Name and branch, etc., for the refund of EMD through e - payment.

9. VALIDITY

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

10. SECURITY DEPOSIT

- (i) The person who's tender is accepted, the firm shall pay Security Deposit **within 21 days** of receipt of notice of such acceptance or within such extended time as may be allowed, by the Chief Mechanical Engineer at his discretion, deposit as security of 10 % of the Total value of the contract as mentioned below.

- (ii) Security deposit shall consist of two parts: a) Security and b) Retention money to be recovered from Running bills.
 - a) Security deposit of 5 % should be submitted in the form of an Account payee Demand draft / Fixed Deposit Receipt from a Nationalized Bank, Bank Guarantee from a Nationalized Bank in or payment online in acceptable form safeguarding the purchaser's interest in all respects.
 - b) Recovery of 5 % of Retention Money to commence from the first bill on wards subject to a maximum of 5% of Contract value, totalling to 10% (ie., security 5% and 5 % Retention money).
- (iii) The Security Deposit should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
- (iv) The EMD shall be refunded to the successful bidder on receipt of Security Deposit.

11. FOREFEIT OF EMD:

Where a person whose tender has been received on behalf of the Board intimate, the Chief Mechanical Engineer that he is not willing to abide by the terms of the Tender or goes behind the clarifications made before the Chief Mechanical Engineer or to the Tender Committee appointed to scrutinise the Tenders in respect of terms of the tender, or withdraws the tender before receipt of final acceptance or where a person whose tender has been accepted fails (i) to execute an agreement in such form as aforesaid in respect of all works for which the Tender is accepted within one month of such acceptance is made known to him (or) (ii) to furnish the Security Deposit within the prescribed time the Earnest Money deposited by such person shall be forfeited and in cases of (ii) above, the contract is liable to be cancelled or the agreement if executed is liable to be treated as null and void.

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

12. EXECUTION OF CONTRACT AGREEMENT

- i) The contractor shall execute an agreement with the Trust **within 21 days** from the date of receipt of form of agreement. If the contractor, whose tender has been accepted, fails to execute an agreement within 21 days from the date of receipt of documents for execution of the agreement, the earnest money deposit (EMD) deposited by the Tenderer shall be forfeited and the Tenderer shall not be allowed further to participate for a period of one year in the trust's similar tenders.
- ii) The cost of stamping the contract agreement must be borne by the successful Tenderer.
- iii) The place of stamping and signing of Agreement shall be at Chennai only.
- iv) Further, if the successful contractor undertakes, to enter into and execute, when called upon to do so, an agreement, with such modifications as agreed upon and unless and until the formal agreement is prepared and executed, the successful contractor's offer, trust order and the written acceptance for the receipt of Trust order and the written acceptance for the receipt of Trust order of the successful contractor shall form a binding contract between the trust and the contractor.

The contract Agreement shall include amended final tender document, pre-bid queries, various clarification letter, written approval by the trust authorities, Amended to the contract agreement and any other conditions as agreed upon by the Trust and the contractor

13. FORMAT AND SIGNING

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

14. ENTRY PASS AND SITE VISIT

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

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

15. DISCLAIMER

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

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

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

16. RIGHT TO ACCEPT / REJECT TENDERS

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

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

17. MATERIAL MISREPRESENTATION

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

18. ASSISTANCE IN OBTAINING APPROVALS

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

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

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

21. COMPLIANCE WITH STATUTES, REGULATIONS ETC.

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

22. ALCOHOLIC LIQUOR OR DRUGS:

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

23. ARMS AND AMMUNITION:

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

24. DISORDERLY CONDUCT ETC.

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

25. TIMINGS

The timings shall be maintained for the vehicles as per the schedule.

26. PERSONAL PROTECTIVE EQUIPMENT (PPE)

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

27. The Integrity Pact enclosed in the Tender Document shall be signed in all pages and submitted along with the Tender.

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST**

e-TENDER FOR HIRING 2 Nos. WATER TANKER LORRY OF NOT LESS THAN 10,000 LITRES CAPACITY EACH FOR A PERIOD OF TWO YEARS ON 24 Hrs, MONTHLY BASIS OFR THE USE OF MARINE DEPARTMENT.

TECHNICAL AND COMMERCIAL CONDITIONS
SCHEDULE – A

1. SCOPE OF WORK:

The scope of the work includes hiring of **2 Nos. Water Tanker Lorry for a period of 2 years**. The work also includes for providing fuel for operation, supply of required consumable, Oil, spares of this vehicle for day – to – day maintenance. The contractor shall provide 4 Nos of Drivers and 4 Nos of cleaners for the vehicles for 24 hrs operations. as per the Labour Act / RTO Regulation during the contract period. However complete water tanker lorry operation shall carried out by ChPT personnel.

2. ELIGIBILITY CRITERIA:

2.1 The average annual financial turn over during the last three (3) years, ending 31st March of 2014-15,2015-16 & 2016-17, should be at least **Rs.22,17,600/-**. A copy of Annual Turnover Statement, Profit and Loss statements and Balance sheet for the afore said three years shall be submitted duly certified by Chartered Accountant.

2.2 The Tenderer should have experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should fulfill either of the following:-

- a) **One** similar completed works costing not less than the amount equal to 80% of estimated cost ie. **Rs.59,13,600/-**-each work.
(OR)
- b) **Two** similar completed works costing not less than the amount equal to 50% of estimated cost ie. **Rs.36,96,000/--**-each work.
(OR)
- c) **Three** similar completed works costing not less than the amount equal to 40% of estimated cost ie. **Rs.29,56,800/-**-each work.

Similar works means: Supply/Supply and manning of any capacity of Trucks/ lorries / Tanker lorries on hire basis to Central Government / State Government /Public Sector under takings/ Port sector/any private organization.

PI Note-1: The tenderer shall enclose the "Notorised or self attested copies of the work orders of similar works and its completion certificates from the end user indicating the date of completion, with value of work done, with work order reference number and date.

Note-2: Date of completion of work during the last seven years will be considered for evaluation irrespective of date of placement of work order. In such case, contract should have been successfully completed and the total contract value will be considered for evaluation.

The Trust reserves the right to verify the original documents before awarding of work to the successful tenderer.

2.3. AGE OF VEHICLE:

i) **The vehicle should be registered on or after January' 2014.**

However the contractor shall submit the relevant documents to comply with the above conditions before executing the Agreement.

- ii) After satisfying all the above conditions the Vehicle shall be deployed for operation in Chennai Port within 30 (thirty) days from the date of receipt of order. After due verification and satisfaction of the above conditions the successful Contractor will be allowed to deploy the Water Tanker Lorry.

3.0 TECHNICAL SPECIFICATION AND ACCESSORIES.

3.1 The vehicle fitted with closed Elliptical Tank mounted on chassis shall capable of storing both Sea Water and Fresh water. The Elliptical Tank and chassis both inside and out side shall be given at least two coats of anti corrosive paints to avoid corrosion and also the entire Water Tank Lorry shall be painted with two coats Post Office Red.

3.2 INTERNAL Baffles OF TANK:

The tanker should have internal baffles to avoid water surge.

3.3 PIPES AND FITTINGS:

The Tank mounted on the Chassis and all connected Pipes, Pumps, and vehicle etc. should be free of Leaks.

3.4 LIDS AND COVERS:

The Inspection Tank Lids and Covers should be water tight to avoid water spillage. Provision of at least two climbing ladders shall be provided to inspect the Manhole Lid. Suitable Lockers have to be provided inside the Drivers Cabin (Below seat) to keep 4 Nos. of Delivery Hoses each of 63 mm dia and 3 Nos. of Branch Pipe with Nozzle.

3.5 POWER TAKE OFF UNIT (PTO)

The pumping arrangements shall be taking Power from Main Engine by the provision of suitable power Take Off Unit (PTO) Best Quality to Load or Unload Fresh water / Sea water (i.e. without conventional rear Engine fitted with Pump)

3.6 CENTRIFUGAL PUMP:

The Pump shall be Centrifugal type and capable of Pumping of 2500 litres/minute with two deliveries each fitted with 63mm dia instantaneous female couplings with a provision of increasing and decreasing water pressure with suitable Throttle arrangements at the Pump side.

3.7 Statutory Requirement of the Deployable Vehicles after awarding:

- 1) i. The deployable Water Lorry shall be registered in Tamilnadu only and on or after **January 2014**. The firm shall obtain necessary Vehicle Permit as per the RTO regulations with insurance and also the statutory requirements of Central/State Governments in-force from time to time. The firm should submit necessary certificates duly attested by Notary Public for verification after receipt of order. Also Originals are to be produced for verification.

The firm should submit Xerox copy of the tank calibration certificate for the vehicle to be supplied duly self attested.
- 2) The Deputy Conservator shall nominate one or more of his representative to supervise the work.

- 3) It shall be entirely to the Contractor's responsibility to take required steps to adequately safeguard the personnel carrying out the work and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured.

4.0 Approx. Running K.M:

Approx. 1000 KM, per month, unutilized K.M. if any for the month shall be carried forward to next month.

As the areas / roads of the Port may have spillages of coal, chemicals and fertilizers etc., the tenderer should visit the site for inspection prior to submission of tender.

5.0 OTHER CONDITIONS

- 5.1 Tenderer should furnish an undertaking that upon receipt of the order, agreeing to furnish the details of the equipments specifications and relevant documents as per Schedule 'A'.
- 5.2 The Tenderer whose contract had been terminated prior to the Contract period by the Chennai Port Trust earlier due to non-adhering of the contract terms and conditions of the contract will not be considered. The Firms who are having legal dispute with Chennai Port Trust will also not be considered for the Tender.
- 5.3 After satisfying all the above conditions the Vehicle shall be deployed for operation in Chennai Port within **30 days from the date of receipt of order**. After due verification and satisfaction of the above conditions the successful Tenderer will be allowed to deploy the vehicles.
- 5.4 In addition to supply and operation of the vehicles the charges for Insurance, Road Tax, fuel, oil, repairs, driver and cleaner's betta & salary, maintenance, spares, servicing etc. are to be fully borne by the contractor.
- 5.5 The Trust will provide free parking area for the Vehicles. It is the responsibility of the contractor to provide security and other repairing facilities for the Vehicles.
- 5.6 The contractor shall also provide entry passes to their deployed personnel at his own cost.
- 5.7 The Deployable Vehicles to be provided should have valid Permit in Tamilnadu, with full R.C, comprehensive insurance (to cover the occupants also) and statutory requirements of Central/State Governments, fitness certificate, pollution Control certificate, Road Tax etc., as per the Tamilnadu state RTO Regulations.
- 5.8 The Vehicles shall be operated and maintained throughout the contract period. If the Vehicles withdrawn for break-down or any other reason; alternate Vehicles of not less than the same capacity of the said contract shall be provided immediately with prior intimation to the authorities of the Chennai Port Trust.

- 5.9 The Contractor is advised to take necessary insurance at his own cost for his employees, materials and machineries etc.
- 5.10 The prices quoted under the Schedule-'A1' by the tenderer shall be firm till the completion of the contract. No increase in the price over and above the original rates quoted by the Tenderer in the contract will be considered throughout the contract period of two years except for fuel.
- 5.11 The firm should have minimum one own Tanker lorry in the name of the firm or proprietor., the notarized copies of the relevant documents viz., License, RC Book, etc shall be submitted along with the tender.
- 5.12 After awarding the contract , the Tenderer shall submit the relevant documents viz., License, RC Book, etc of the Deployable vehicle with Original and a copy.
- 5.13 The Trust will provide water at free of cost for Trust Service.

CHIEF MECHANICAL ENGINEER

NAME OF THE TENDER: e-TENDER FOR HIRING 2 Nos. WATER TANKER LORRY OF NOT LESS THAN 10,000 LITRES CAPACITY EACH FOR A PERIOD OF TWO YEARS ON 24 Hrs, MONTHLY BASIS.

PRICE SCHEDULE

SCHEDULE - A1

Please quote your rates in the BOQ available in the e-procurement portal eprocure.gov.in

e-TENDER FOR HIRING 2 Nos. WATER TANKER LORRY OF NOT LESS THAN 10,000 LITRES CAPACITY EACH FOR A PERIOD OF TWO YEARS ON 24 Hrs, MONTHLY BASIS.

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS AND INTERPRETATIONS

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

- (a) "BOARD" means the Board of Trustees of the Port of Chennai as constituted under the Major Port Trusts' Act, 1963 as amended from time to time.
- (b) "CHIEF MECHANICAL ENGINEER" means the Chief Mechanical Engineer of the Chennai Port Trust.
- (c) "CHIEF MECHANICAL ENGINEER'S REPRESENTATIVE" means any Resident Engineer or Assistant of the Chief Mechanical Engineer or any clerk of works detailed from time to time by the Chief Mechanical Engineer to perform the duties as may be specified in the contract.
- (d) "CONSTRUCTIONAL PLANT" means all appliances or things or whatsoever nature required in or about the execution, completion or maintenance of the 'Works' or 'Temporary Works' (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- (e) "CONTRACT" means the General Conditions, Specifications, Drawings, Priced Bill or Quantities. Schedule of Rates, Prices (if any) tender and contract agreement.
- (f) "TENDERER" means the person or persons, firm or company whose tender has been accepted by the Board and Tenderer's permitted assigns.
- (g) "CONTRACT PRICE" means the sum named in the tender subject to such conditions thereto or deductions there from as may be made under provisions hereinafter contained.
- (h) "DRAWINGS" means the drawings referred to in the contract agreement and any modifications of such drawings approved in writing by the Chief Mechanical Engineer and such other drawings as may from time to time be furnished or approved in writing by the Chief Mechanical Engineer.
- (i) "SITE" means the lands and other places on/under/in/of, through which the 'work' are to be executed or carried out and any other lands or places provided by the Board for the purposes of the contract.
- (j) "TEMPORARY WORKS" means temporary works of every kind required in the execution, completion or maintenance of the works and which do not form an item of the 'work' or 'works'.
- (k) "WORKS" means the works to be executed in accordance with the contract under the relevant schedules.
- (l) "TRUST'S STORES" means the storage yards for materials of the Trust anywhere in the Harbour premises.

2.1 DELIVERY PERIOD:

Delivery period is 30 days from the date of receipt of the order.

2.2 CONTRACT PERIOD

Contract period of the work is **24 months** from the date of receipt of the order.

2.3. EXTENSION OF CONTRACT:

At the expiry of the contract period Chennai Port Trust reserves the right to extend the service for a further period of **6 (six)** months at the same rates and terms and conditions.

3. CONTRACTOR'S SUPERINTENDENCE

- (a) The Chief Mechanical Engineer reserves to himself the right to cancel the contract for unsatisfactory progress in the work at any stage.
- (b) The Tenderer shall give or provide all necessary superintendence to the complete satisfaction of the Chief Mechanical Engineer during the execution of the works and as long thereafter as the Chief Mechanical Engineer may consider necessary. The Tenderer or a competent and authorised agent or representative approved in writing by the Chief Mechanical Engineer which approval may at any time be withdrawn is to be constantly on the work and shall give his whole time to the superintendence of the same. Such authorised agent or representative shall receive on behalf of the Tenderer directions and instructions from the Chief Mechanical Engineer the Chief Mechanical Engineer's representative.

4. WORK TO BE TO THE SATISFACTION OF THE CHIEF MECHANICAL ENGINEER:

The Tenderer shall execute, complete and maintain the works strictly in accordance with the contract to the satisfaction of the Chief Mechanical Engineer and shall comply with and adhere strictly to the Chief Mechanical Engineer's instructions and directions on any matter (whether mentioned in the contract or not). The Tenderer shall take instructions and directions only from the Chief Mechanical Engineer or his representatives`

5. PENALTY:

- a) If the non-deployment period is within 24 hours the penalty shall be calculated & deducted on hourly basis or part thereof by dividing the daily hire rate by twenty four
- b) No payment will be made for the non deployment of Vehicles for any particular day.
- c) If the Vehicles remains non-operational due to breakdown or for any other reason continuously then penalty will be levied as follows in addition to non-payment of hire charges:

From the time and date of such non-Availability / In-operation:

| | | |
|------------------------|---|---|
| Upto 7 days | : | 30% of hire charges per day or part thereof |
| From 8 days to 15 days | : | 50% of hire charges per day or part thereof |
| Above 15 days | : | Trust reserves the right to cancel the order and forfeit the Performance Security Deposit |

6. LIQUIDATED DAMAGES/LATE DELIVERY CHARGES:

The vehicle shall be deployed for operation in Chennai Port within 30 days from the date of receipt of order. After due verification and satisfaction of the above conditions the successful contractor will be allowed to deploy the Foam Tender.

The Liquidated Damage/Late Delivery Charges: The Liquidated Damages/Late Delivery Charges shall be deducted from any amount payable to or to be payable to the contractor/supplier including encashment of Performance Guarantee or any securities/guarantees, if any available with the Port Trust.

The Liquidated Damages/Late Delivery Charges shall be ½% of the contract value per week or part thereof (a week is designed as 7 days inclusive of holidays) subject to a maximum of 10% of the contract value fail to supply of vehicles as per the delivery period.

If the contract/supply order is delayed after giving due notice, the contract/supply order may be cancelled by the competent authority with the condition that any additional expenditure incurred by the Port Trust in completing the work/supply order will be recovered from the contractor/supplier of the cancelled contract/supply order for non-performance/delay in the execution of the contract/supply.

7. ASSIGNMENT AND SUB-LETTING

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

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

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

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

10. The Tenderer shall not house any of his workmen at or near the site. He shall not construct any structure even of a temporary nature for any other purpose on Board's premises except with the written permission of the Chief Mechanical Engineer and any such construction so put up shall be removed by the Tenderer whenever the Chief Mechanical Engineer calls upon the Tenderer to remove.
11. The Tenderer shall not operate the workshop at the site for the purpose of this contract beyond what is absolutely necessary for the execution of this contract, the necessity for and extent of which the Chief Mechanical Engineer's decision shall be final. Such necessary structures shall be non-inflammable materials as approved by the Chief Mechanical Engineer.
Only vehicles licensed by the Board will be allowed inside the Harbour premises.
12. Measurements taken by the person authorised by the Chief Mechanical Engineer to take them will be binding on the Tenderer who will always be given the opportunity of witnessing the measurements. The contractor should submit a bill in the Trust's prescribed billing format.

13. PAYMENT TERMS:

Payment will be made once in a month, within 30 days from submission of trip sheets signed & accepted by the Dept along with separate bills for the Vehicles in the prescribed format after deducting Income Tax, penal charges, ESI charges and other applicable deduction if any from the monthly bill and will be processed and certified by the Dept after due verification.

The contractor shall give the PAN No. for Tax deducted at source and required details to the user department for approval and recommendation of payment.

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

Name of the Bank and Branch details

Account Number, Type of Account, IFSC No, and MICR Number

CST / VAT Number, PAN Number, ST Regn. No. & ESI Regn. No. Aadhar details.

14. ESCALATION AND DE-ESCALATION OF FUEL PRICE:

The charges shall remain firm during the period of contract except for variation in fuel cost alone and escalation shall be applicable from the date of Opening of tender as per the following formula .:

Increase/decrease in the amount

$$\text{Adjustable towards variation in fuel cost} = ((D_n - D_o) \times K) / 6$$

D_o- The rate of diesel per litre prevailing as on date of opening of Tender as per IOC / HP / BPC outlet of Chennai.

D_n - The prevailing rate of diesel per litre as per IOC / HP / BPC outlet of Chennai during the month of operating the Foam tender.

K - Total number of Kms run after variation in the fuel price for the month.

Note: On claiming the escalation of fuel, the consumption of fuel should be approved by Marine Dept.

15. TAXES

For Goods and service Tax:

- 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.
- 16.** In the event of the death, insanity or insolvency of the Tenderer or in the case of the Tenderer being a partnership on a dissolution of the firm of Tenderer or in the case of the Tenderer being a company governed by Companies' Act 1956, the winding up of the company the contract shall be terminated on the happening of the event above said and all accepted and acceptable work shall be measured up and paid for, to the person or persons legally entitled to receive payment for work done and on his or their executing a bond indemnifying the Board against all claims that may be made in respect of payments made by the Board by persons claiming from the Tenderer or others, in respect of work done by the Tenderer prior to the termination of the contract.
- 17.** In the event of the contract being terminated at any stage due to unsatisfactory progress of work as per Tender Specification, the Chief Mechanical Engineer shall have the right to execute the portions of works left incomplete using the Board's labour or any other agency and the Tenderer shall be liable to make

good any loss incurred by the Board on this account. Such amounts shall be recovered from any moneys due to or to become due to the Tenderer.

- 18.** (i) If the Tenderer claims that the decisions or the instructions of the Chief Mechanical Engineer are unjustified and that accordingly he is entitled to extra payments on account thereof, he shall forthwith notify this to the Chief Mechanical Engineer to record his decisions and the reasons therefore in writing and shall within two weeks state his claims in writing to the Chief Mechanical Engineer thereafter. The Chief Mechanical Engineer shall thereafter within four weeks of the receipt of the claim reply negotiations or discussions immediately thereafter within a further four weeks, the question of liability for such payments will be treated as one of disputes.
- (ii) In the Contract whenever there is a discretion or exercise or will by the Chief Mechanical Engineer during the progress of work, the mode or manner of the exercise or discretion shall not be a matter of legal adjudication.

- (iii) Wherever the Board is given discretion to do any act under the contract, the exercise of the discretion by the Board shall be final, conclusive and binding on all parties and the manner of exercise of such discretion shall not be called in question and the matter cannot be referred to court of law.
- (iv) The decision of the Chief Mechanical Engineer shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship or material used on the work or any matter arising out of or relating to the specifications, designs and drawings and instructions concerning the works or the execution of or failure to execute the same arising during the course of works. The above shall not be the subject of Legal adjudication and in no case shall the work be stopped consequent on such a dispute arising and the work shall also be carried out by the Tenderer strictly in accordance with the instructions of the Chief Mechanical Engineer.
- (v) Any litigation arising out of this agreement, shall only be adjudicated before the competent court of law within the jurisdiction of the Hon'ble High Court of Madras.

19. REMOVAL OF WORKMEN

The Tenderer shall employ in and about the execution of the works only such persons as are careful, skilled and experience, in their several trades and callings to the approval of the Chief Mechanical Engineer. The Chief Mechanical Engineer shall be at liberty to object to and require the Tenderer to remove from the works any persons employed by the Tenderer in or about the execution of the works who in the opinion of the Chief Mechanical Engineer, misconducts himself or incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the works without the written permission of the Chief Mechanical Engineer.

- 20. (i)** The Tenderer shall confirm to and comply with the regulations and byelaws of the State or Central Government or of the Board and of all other local authorities such as Corporation of Madras, the Tamil Nadu Electricity System, the Chief Electrical Inspector to the Government of Tamil Nadu, the Government Customs and Police Departments, Fire Services, the provisions contained in the various Labour Acts enacted by the State Legislature and Central Parliament in force and the rules made thereunder including those under Minimum Wages Act, Factories Act, the Indian Electricity Act and rules framed under it, Workmen Compensation Act, Provident Fund Regulations Act,

Employees Provident Fund Act, 1961 and scheme made under the said Act, Health and Sanitary arrangements for workers etc. and Contract Labour (Regulation and Abolition) Act, 1970 and the Contract (Regulation and Abolition) Central Rules, 1971 etc. for welfare and protection of works, workers or for the safety of the public and other insurance provisions.

- (ii) The Board shall not be liable for the failure of the contractor in confirming to the provision of the Acts, Rules and regulations etc., referred to in the above para and in case of any contravention of the provisions of the Acts, Rules regulations etc. the contractor shall keep the Board indemnified against any loss, cost and damage in the event of any action being taken for contravention.
- (iii) If any enhancement in the rates of wages becomes payable as a result of the implementation of the Chief Labour Commissioner's interpretation of the Contract Labour (Regulation and Abolition) Central Rules, 1971 upto and including an increase of 10% of the wages shall be borne by the Tenderer and enhancement in excess of 10% would be borne by the Port Trust.

21. ESI CLAUSE:

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

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

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

(b) 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

(c) above instruction, then the Principal Employer (Chennai Port Trust) will make payment to the ESI Corporation. Such amount will be deducted from any amount due to the contractor. The delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue.

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

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

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

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

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

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

22. Insurance

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

23. Foreclosure of Contract:

I. Notwithstanding anything in the contract agreement the contractor agrees that the Trust (on its own or acting on behalf of the Government of India) or the Government of India shall be entitled to foreclose the contract on occurrence of the following events:

- i. In the event of breach of contract by the Contractor
- ii. An emergency or
- iii. for national security and /or national interest and /or public reasons.

II. Upon the occurrence of the events specified in the above I (i),(ii) and (iii) above the Trust or Government of India reserve the right to fore close the contract at any point of time during the contract period on the issue of the termination notice under provision of the termination clause , the Trust shall not be liable to compensate the contractor or any other person for any losses or estimated loss of profits during such period.

24. The Chief Mechanical Engineer reserves to himself the right to alter the specification or design of the works at any stage of the work and also to make additions or omissions or alterations

25. FURTHER INSTRUCTIONS

In these conditions unless there is something in this subject or context inconsistent therewith words importing the singular shall include the plural and vice versa words importing the masculine gender shall include feminine and words importing persons shall include bodies corporate.

26 The technical specification – “Schedule-A” and Price Schedule – A1” to be read in conjunction to make sure of the supply and works involved.

27. The contractor is required to offer rates as per Trust’s format “Schedule- A1” without fail and mention taxes and duties.

28. The contractor is advised to visit the site.

29. The Trust will not be responsible for any loss or damage of Men/materials/plants engaged during the work.

30. Contractor shall not engage the driver/cleaner below 18 years of age. The Driver should have experience of at least three years of heavy Foam tender driving. The Driver should not have been challenged for speeding, drunken driving or a fatal accident. The Driver should be in neat & clean Uniform and he should have daily and groom his hair accordingly.

31. The tenderer shall nominate one person to Chennai Port during the Contract period to co-ordinate with Marine Dept officials for maintenance of necessary records and monthly payment. Maintenance of necessary records such as Trip sheets, logbook etc., shall be the responsibility of Contractor.

32. The tenderer shall provide Driver & Cleaner for the Fire Tender for 24 hrs operation and as per Labour Act / RTO regulation Act during the contract period.
33. The Foam tender shall be fitted with 'Spark Arrester' for the safety reason to enter into the Oil Dock area and the Foam Tender should have safe locking and easy unlocking attachment.
34. The Controlling, monitoring of Tender and Trip sheets shall be checked by the Marine officials.
35. The frequent change of drivers by the supplier should be restricted and except in emergency case, the change of driver should be with prior notice of at least 3 days and there should be a cap as to how many drivers can be changed in 12 months for one Foam tender.
36. In addition to supply and operation of the foam tender the charges for insurance, Road tax, fuel, oil, repairs, driver and cleaner's beta and salary, maintenance, spares, servicing etc,. are to be fully borne by the contractor.
37. The Trust will provide free parking area for the foam tender. It is the responsibility of the contractor to provide security and other repairing facilities for the foam tender.
38. The contractor should keep one First Aid Box with required medicines etc,.
39. The Tenderer shall not otherwise than in accordance with the Statutes, ordinances and Government Regulations or Orders for the time being in force import, sell, give, give barter or otherwise dispose of any alcoholic liquor or drugs or permit or suffer any such importation, sale gift barter or disposal by his agent or employees.

40. FORCE MAJEURE:

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

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

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

41. TERMINATION:

- a) The employer, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, may terminate the contract in whole.
 - i) If the contractor fails to deliver any or all of the Goods with in the period specified in the contract, or with in any extension thereof granted by the Employer.
 - ii) If the contractor fails to perform any other obligation under the contract (or)
 - iii) If the contractor, in the judgement of the Employer has engaged in fraud and corruption.
- b) In the event the Employer terminates the Contract in whole or in part, the Employer may procure, upon such terms and in such manner as it deems appropriate, goods or related services similar to those undelivered or not performed, and the contractor shall be liable to the Employer for any additional cost for such similar goods or related services. However, the

contractor shall continue performance of the contract to the extent not terminate. In such termination Security deposit will be forfeited.

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

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRSUT**

e-TENDER FOR HIRING 2 Nos. WATER TANKER LORRY OF NOT LESS THAN 10,000 LITRES CAPACITY EACH FOR A PERIOD OF TWO YEARS ON 24 Hrs, MONTHLY BASIS.

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. The Tenderer shall examine carefully the General Rules and Directions, General and Special Conditions of Contract, Technical Specifications and Drawing and Shall inspect the site to acquaint himself with the nature of work local working conditions etc., for the purpose of making his offer on his own responsibility.
2. It shall be open to the Chief Mechanical Engineer to nominate one or more of his representatives to supervise the work and to satisfy about the quality of materials and workmanship as required by the relevant regulation and as mentioned in technical specifications. The decision of the Chief Mechanical Engineer shall be final as regards the quality of materials and workmanship shall be binding on the contractor.
3. The prices shall be firm and not subject to fluctuation at any stage till the completion of the contract. The prices quoted in the online only.
4. The Tenderer shall give clear indication in his tender of the items he does not propose to include in the tender. Where such clear mention is not given it will be construed that the tender covers all parts required for completion of work.
5. The tender shall be accompanied by sufficient details of materials included in the offer with catalogue and sketches wherever necessary for comprehensive assessment of its merits and performance.
6. It will be entirely the Tenderer's responsibility to take required steps to adequately safeguard the personnel carrying out the work and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured.
7. All materials and components included in the contract shall conform to the relevant Indian Standard Specification wherever they exist.
8. The decision of the Chief Mechanical Engineer or his representative regarding the quality of any materials used on the work will be final and binding on the Tenderer. The Tenderer shall remove from the site of work any material rejected as unfit for use on the work at his own cost as soon as he is ordered to do so, failing which the Chief Mechanical Engineer or his representative shall remove such material from the site of work and shall deduct the cost incurred by such removal by the Board from any money due to the Tenderer.
9. The Tenderer shall co-ordinate his work with that of other Tenderers executing other works in the site and plan his work as to minimise inconvenience to others in the work site.
10. The watch and ward and storage of materials will be Tenderer's responsibility and the Board shall not be held responsible for any loss of the material.

11. The Tenderer shall be deemed to have satisfied himself before submitting the tender as to the correctness and sufficiency of his tender for the work and of his price stated in the schedule as to cover his entire obligation under the contract for completion of the work.
12. For Harbour entry pass and direction to site of work for inspection for the purpose of making the offer, the Tenderer shall contact the "Dy.CME (R&D) 2nd floor of the Old Administrative Office Building, Chennai Port Trust. Telephone Nos. 25312450.

CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST

Appendix-1

SCHEDULE OF GENERAL PARTICULARS OF TENDERER.

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

Signature & Date

Name:

Designation:

TENDER FORM

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

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

1. Having examined the Instructions to Tenderers, Conditions of contract, Specifications and schedules attached to the Tender for the **e-Tender for Hiring 2 Nos. Water Tanker Lorry of not less than 10,000 Litres Capacity each for a period of two years on 24 Hrs, monthly basis.** in conformity with said conditions of contract, specifications, etc. at rates for hiring as prescribed in the schedule A1 price schedule attached herewith.
2. We further undertake, if our tender is accepted, we will deposit the Performance Security deposit as said forth in the Instructions to Tenderer, Clause 10 and direction for the guidance of the tender document.
3. We further undertake, if our tender is accepted to enter into and execute agreement as said forth in the Instructions to Tenderer Clause 12, on being called upon to do so, an agreement in the form annexed and the conditions of contract with any modifications as agreed upon.
4. Unless and until a formal agreement is prepared and executed the firm's Minutes of Tender Committee Meeting, Correspondence on clarification & Trust Letter of Intent will form legal binding on the Tenderer.
5. We agree to abide by this tender for the period of 180 days from the date fixed for receiving the same.
6. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of failing to deposit the security deposit in such form as contained in the Instructions to Tenderer, clause 10 or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid as per Clause 12 of Instructions to Tenderer the deposit of the Earnest Money shall stand forfeited to the Trust.
7. We understand that you are not bound to accept the lowest or any tender you may receive.

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

(IN BLOCK CAPITALS)

Signature and Office Seal
of the Tenderer

Witness Address.

- 1.
- 2.

FORMAT FOR POWER OF ATTORNEY

Dated: _____

To Whomsoever It May Concern

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

(Attested signature of Mr. _____)

For _____ (Name of the Tenderer)

For _____ (Name of the Tenderer)

FORM OF AGREEMENT

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

WHEREAS the Board is desirous for hiring of 2 Nos. of Water Tanker Lorry Tender for period of 2 years on 24 hours Monthly basis and has drawn up, a schedule of specification Schedule 'A', Schedule of quantities and prices – Schedule A1, Schedule of Special Conditions - Schedule 'B' and a schedule of General Conditions of TENDER - Schedule 'C' and whereas the Contractor has agreed to supply, maintenance and operation of 2 Nos. water Tanker Lorry tender referred to in Schedule 'A' at the rates noted in Schedule 'A1' therein and subject to the Schedule of Special Conditions of supply Schedule – B and a Schedule of General Conditions of TENDER Schedule 'C' herein referred to as the "said conditions" and as security for the due fulfilment of all conditions of this TENDER, the Contractor has deposited a sum of Rs. _____ /- (Rupees only) towards Security Deposit.

NOW it is hereby agreed as follows:

1. In consideration of the sum to be paid at the time and in the manner set-forth in the said conditions the Contractor will upon and subject to the said conditions supply, maintenance and operation described in Schedule 'A' with such variations as provided for in the said conditions.
2. The said conditions shall be read and construed as forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively.
3. (i) The decision of the Chief Mechanical Engineer shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the Specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality workmanship or materials used on the work or any matter arising out of or relating to specifications, designs and drawings and instructions concerning the work or the execution of or failure to execute same, arising during the course of Foam Tender operation and the guarantee period. The above shall not be subject of the arbitration and in no case shall the work be stopped consequent on such a dispute arising and the work shall also be carried out by the Contractor strictly in accordance with instructions of the Chief Mechanical Engineer.
(ii) If the Contractor claims that the decisions or the instructions of the Chief Mechanical Engineer are unjustified, and that accordingly he is entitled to extra payment, on account thereof, he shall forthwith notify this to the Chief Mechanical Engineer to record his decisions and the reasons thereafter in writing and shall within two weeks state his claims in writing to the Chief Mechanical Engineer.
(iii) The Chief Mechanical Engineer shall thereafter within four weeks of the receipt of the claims, reply to the points raised in the claims. Unless resolved by negotiations or discussion

immediately thereafter within a further four weeks, the question of liability of such payment will be treated as one of dispute.

“Any litigation arising out of this Agreement, shall only be adjudicated before the competent court of Law within the jurisdiction of Hon 'ble High Court of Madras”.

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

The common seal of the Board Trustees of the Port of Chennai represented by its Chairman was hereunto affixed and

Shri

Chief Mechanical Engineer

thereof has hereunto set his

Hand in the presence of

1.

Signed and sealed by the Contractor in the presence of

1.

2.

CHIEF MECHANICAL ENGINEER.

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

TENDERER.

INTEGRITY PACT

BETWEEN

Chennai Port Trust Chennai hereinafter referred to as "The Principal",

AND

..... hereinafter referred to as "The Bidder/Contractor".

Preamble

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

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

Section 1 – Commitments of the Principal

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

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

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

Section 2 – Commitments of the Bidder/Contractor

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

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

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

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

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

- (a) If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

- (b) The Bidder/Contractor accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (c) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
- (d) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Compensation for Damages

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

Section 5 – Previous Transgression.

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

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

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

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

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

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

- (a) The Principal appoints competent and credible external independent Monitor for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (b) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently.
- (c) The Bidder/Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-Contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Sub-Contractor with confidentiality.
- (d) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.
- (e) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (f) The Monitor will submit a written report to the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (g) Monitor shall be entitled to sitting fee for his service as decided by the Principal from time to time depending upon the total value of the project. The said fee will be borne by the Principal.
- (h) If the Monitor has reported to the Principal substantiated suspicion of an offence under the IPC/PC Act and the Principal has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (i) The word 'Monitor' would include both singular and plural.
- (j) The present Independent External Monitor
- i) Shri.Ramabadrnan Krishnan, Ex-Director (HR)
A-4,Alkapuri,
Bhopal – 462 024
Madhya Pradesh
 - ii) Shri. M.Selvaraj, Ex-Director (Fin)
Flat No. 248,Wing D-2, Om shubhkarma CHS Ltd.,
Karmakshetra, S.S.Nagar,
Mumbai – 400 037.

Section 9 – Pact Duration

- (a) This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidder 6 months after the contract has been awarded.
- (b) If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Chennai Port Trust.

Section 10 – Other Provisions

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

For the Principal

For the Bidder/Contractor

(Office Seal)

(Office Seal)

Place:

Date:

WITNESS 1

(Name and Address)

WITNESS 2

(Name and Address)

CHECK LIST

| Sl.No. | Description | Remarks |
|---------------|---|---|
| 1. | Tender Document cost enclosed | Yes/ No |
| 2. | EMD enclosed | Yes/ No |
| 3. | Cover – I (Technical and Commercial) (Content in Triplicate) a. Complaint to Technical Specification b. Copy of Balance Sheet enclosed c. Copy of Profit & Loss Account d. Copy of work orders and their respective Completion Certificate for the previous similar work orders executed f. Tender Form duly filled. g. Schedule of general particulars duly filled. h. Power of Attorney Format duly filled and signed & sealed. | Yes/ No Yes/ No Yes/ No Yes/ No Yes/ No Yes/ No Yes/ No |
| 4. | Tender document signed and sealed in all papers | Yes/ No |

TENDERER SIGNATURE