



FISHING HARBOUR MANAGEMENT COMMITTEE
No.1 Rajaji Salai
Chennai – 600 001

Tender No. T / FHMC1/ 1 / 2017 / E

Tender for Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour

[THROUGH E-PROCUREMENT MODE](#)

Volume – I
(Technical Bid)

Due Date of online bid submission : 1500 Hrs. on 18.08.2017
Due Date & Time of bid opening : 1530 Hrs. on 19.08.2017

FISHING HARBOUR MANAGEMENT COMMITTEE
Annual maintenance and Operation of Toilet Block including
watch and ward (Round the Clock basis) near Culvert No. III in
Chennai Fishing Harbour

Tender No: T/FHMC1/ 1 / 2017 / E

THROUGH E-PROCUREMENT MODE

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FISHING HARBOUR MANAGEMENT COMMITTEE
ONLINE BID REFERENCE

TENDER NO. T / FHMC1/ 1 / 2017 / E

**Annual maintenance and Operation of Toilet Block including
watch and ward (Round the Clock basis) near Culvert No. III in
Chennai Fishing Harbour**

THROUGH E-PROCUREMENT MODE

PERIOD OF DOWNLOADING
BIDDING DOCUMENT : FROM 29/07/17 TO 18/08/17

START DATE & TIME FOR
ONLINE BID SUBMISSION : FROM 09/08/2017 TIME 12.00 HOURS

LAST DATE & TIME FOR
ONLINE SUBMISSION OF BID : 18/08/17 TIME 1500 HOURS

TIME & DATE OF
OPENING OF TECHNICAL BID : 19/08/17 TIME 1530 HOURS

TIME & DATE OF
OPENING OF PRICE BID : INTIMATED LATER

PLACE OF OPENING
OF TECHNICAL BID : CHENNAI FISHING HARBOUR,
IIIrd FLOOR, ADMINISTRATIVE
OFFICE BUILDING
No.1, RAJAJI SALAI,
CHENNAI – 600 001.

MEMBER SECRETARY

FHMC

NOTICE INVITING TENDER (FOR WEB)



FISHING HARBOUR MANAGEMENT COMMITTEE ENGINEERING DEPARTMENT No.1,Rajaji salai, Chennai-600001

Online tenders through e-procurement mode are invited under Two cover system from Contractors/firms who satisfy the eligibility criteria for the work of **“Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour”** as per details furnished hereunder.

Estimated Cost: Rs.7,97,616/-

EMD: Rs.16,000/-

Completion period: 12 Months

Minimum Qualification Criteria:

- (i) Average annual financial turnover during the last 3 years ending 31st March 2016, should be atleast 30% of the estimated cost ie Rs.2.39 lakhs &
- (ii) Experience of having successfully completed similar works during the last 7 years ending 30th June 2017 as follows:
 - (a) Three similar completed works each costing not less than 40% of the estimated cost ie. Rs.3.19 lakhs (or)
 - (b) Two similar completed works each costing not less than 50% of the estimated cost ie. Rs.3.99 lakhs (or)
 - (c) One similar completed work costing not less than 80% of the estimated cost ie. Rs.6.38 lakhs

Note:- **“Similar work”** means, **“ Any maintenance / House keeping/Civil Engineering works”**

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

GST Registered tenderers only eligible to participate the tender Tender document can be downloaded from Chennai Port Trust website: www.chennaiport.gov.in under e-procurement portal. The cost of set of tender documents is at free of cost. The scanned copy of the Demand Draft / Banker's Cheque of any Nationalized bank/ scheduled bank (except Co-operative bank) pursuant to clause 16 of ITB of Technical Bid of the tender document, towards Bid Security (EMD) drawn in favour of “ The Member Secretary, Chennai Fishing Harbour Management Committee ” Payable at Chennai shall be uploaded with the tender document - Technical bid while submitting the tender electronically in the e-procurement Portal.

The original financial instruments towards EMD should reach the “Office of the Member Secretary, CHENNAI FISHING HARBOUR” before opening of Technical Bid latest by 1530 hrs on 18.08.2017. Non submission of the original financial instruments within the above period will lead to disqualification of bids.

Down loading period of bid document :	29.07.17 to 18.08.17
Start date & time for online bid submission	09.08.17 at 1200 hrs
Last date & time for online bid submission	18.08.17 at 1500 hrs
Date& Time of opening of bid	19.08.17 at 1530 hrs

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

T / FHMC1/ 1 / 2017 / E

MEMBER SECRETARY

FISHING HARBOUR MANAGEMENT COMMITTEE

NOTICE INVITING ONLINE TENDERS

Tender No. T/FHMC1/ 1 /2017/E

TENDER FOR “Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour”

- 1.1 Online tenders through e-procurement mode are invited by Chennai Port Trust from reputed Contractors for executing the work of Tender for “**Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour**” under two cover system. The estimated cost put to tender is **Rs.7,97,616/-**
- 1.2 The tender document through **e-procurement mode** is open from **29.07.2017** can be downloaded from the Ch.P.T official website and through e-procurement portal link.
- 1.3 One set of tender document consists of two volumes (Volumes-I & II). Volume-I (Technical Bid) comprises all Technical & commercial offer documents including drawings and Volume-II (Price Bid) comprises all Price bid documents.
- 1.4 The complete tender document including drawing can be downloaded from Chennai Port Trust website: www.chennaiport.gov.in and e-procurement portal link and submit as tender offer on or before the due date and time of submission. No tender document cost payable.
- 1.5 The EMD of **Rs.16,000/- (Rupees Sixteen thousand only) as per Clause 16 A** of section-I shall be paid as described in the Tender Document. The tender offer shall have to be submitted by the Tenderer only through **e-procurement mode** as explained in the tender document.
 - 1.5.1 The EMD shall be submitted in the form of Demand Draft/ Bankers Cheque from any Nationalized Bank/ Schedule bank(except Co-operative bank) drawn in favour of ‘**The Member Secretary, Chennai Fishing Harbour Management Committee**’ payable at Chennai-600001.
 - 1.5.2 Central / State PSU / PSE are exempted from payment of EMD. The proof that the tenderer is PSU / PSE must be submitted along with Technical Bid or else their bid is liable to be rejected. Exemptions from EMD will be allowed in case of units registered with National Small Scale Industries Corporation (NSIC) /Micro Small and Medium Enterprise (MSME) registered with NSIC. The Registration Certificate shall be valid as on due date of Tender / extended due date of the Tender, if any. Techno-commercial bid shall be accompanied by a

Photocopy of valid NSIC Registration Certificate/MSME Registration Certificate issued by Competent Government Bodies to be eligible for the above exemptions. Also, the Certificate (NSIC / MSME) shall cover the items which are of similar nature to the those covered in the subject tender to avail EMD fee exemptions. Photocopy of application for Registration as NSIC / MSME or for renewal of NSIC / MSME will not be accepted and, such offers will be treated as offers received without EMD and liable to be rejected.

A tenderer who claims exemption from payment of EMD shall submit relevant document(s) as proof of Exemption, duly notarized or Self attested at the office No.1, Rajaji Salai, 3rd Floor, Administrative building, CHENNAI FISHING HARBOUR, Chennai – 600 001 **up to 1530 Hrs on 19.08.2017** and a scanned copy of the above certificate should also be uploaded in e-procurement portal.

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

No.1, Rajaji salai,
3rd Floor, Administrative building
CHENNAI FISHING HARBOUR,
Chennai – 600 001.

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

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

- 1.6 The offer (both Techno-Commercial & Price) must be valid for a minimum of **120 days** from the last date of online submission of offer; otherwise the offer shall be rejected as non-responsive.
- 1.7 Bidding is open to all eligible bidders meeting the eligibility criteria as defined in **Clause 4 of Section-I** (Instructions to Bidders) and bidders are advised to note the minimum qualification criteria specified below to qualify for the award of the contract.

- (i) Average annual financial turnover during the last 3 years ending 31st March 2016, should be atleast 30% of the estimated cost ie Rs.2.39 lakhs &
- (ii) Experience of having successfully completed similar works during the last 7 years ending 30th June 2017 as follows:
 - (a) Three similar completed works each costing not less than 40% of the estimated cost ie. Rs.3.19 lakhs (or)
 - (b) Two similar completed works each costing not less than 50% of the estimated cost ie. Rs.3.99 lakhs (or)
 - (c) One similar completed work costing not less than 80% of the estimated cost ie. Rs.6.38 lakhs

Note:- “Similar work” means, “**Any maintenance / House keeping/Civil Engineering works**”

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

- 1.8 The Employer/Board do not bind themselves to accept the lowest or any tender and reserve the right to accept any tender in part or to reject any tender without assigning any reason there for.
- 1.9 The prospective Tenderer shall submit queries if any through e-tendering portal addressed to the Member Secretary, CHENNAI FISHING HARBOUR, Chennai in connection with this tender well in advance, so that the queries can be clarified. The bidders queries will be clarified through e-procurement portal.

- 1.10 The due date of online submission of offers will be **18.08.2017 at 1500 hrs**, unless otherwise notified. In the event of changes in the schedules, the Member Secretary, CHENNAI FISHING HARBOUR notifies the same only through www.chennaiport.gov.in and e-procurement portal link.
- 1.11 If the offers are not received according to the instructions detailed here above, they shall be liable for rejection.

**MEMBER SECRETARY/
FHMC**

FISHING HARBOUR MANAGEMENT COMMITTEE

TENDER FOR “Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour”

INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

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

15 (a).

EARNEST MONEY
DEPOSIT

Rs.16,000/- (Rupees Fifteen
thousand four hundred only)

MODE OF PAYMENT OF
EMD

In the form of Demand Draft / Bankers
Cheque from Nationalized
Bank/Scheduled Bank(except Co-
operative Bank) drawn in favour of
**'The Member Secretary, Chennai
Fishing Harbour Management
Committee'** payable at Chennai – 600
001.

As per MSME Act, 2006 (or Erstwhile
NSIC Registered parties),
Central/State/PSUs will be exempted
for submission of EMD, provided party
is registered for the similar nature of
works as in the tender. However, ChPT
reserves the right for rejection of the
tender if the certificate submitted by
the tenderer is found unsatisfactory for
exemption of EMD.

Bidder of this tender shall upload a
scanned copy as proof of EMD
instrument in the Tender Document –
Technical Bid while submitting the
tender electronically in the e-
procurement Portal. The original EMD
instrument must reach the CHENNAI
FISHING HARBOUR, Chennai in

corresponding address before opening of technical bid as per the date and time given in this tender. Mere uploading proof of EMD instrument in the portal and non-submission of the original EMD instrument at the address given before the technical bid opening date and time will lead to technical disqualification of the bid by the bidder.

Original EMD instrument (DD/BC/Notarized Copy or self attested copy of Exemption Certificate) should be sealed in an envelope and reached to 3rd Floor, Administrative Building, CHENNAI FISHING HARBOUR, No.1, Rajaji Salai, Chennai – 600 001. Clearly mentioning the Tender No., Subject of the Tender and Name of the Party on the Envelope on or before due date and time.

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

- 18 The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
- 19 The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
- 20 For any clarifications with the Tender Inviting Authority (TIA), the bid number can be used as a reference.
- 21 Bidder should log into the site well in advance for bid submission so as to submit the bid in time (i.e.) on or before the bid submission time. If there is any delay, due to other issues, bidder only is responsible.
- 22 Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2 MB, it can be reduced by scanning at low resolution and the same can be uploaded. However, if the file size is less than 1 MB the transaction uploading time will be very fast.
- 23 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening, etc., in the e-procurement system. The bidder should follow this time during bid submission.
- 24 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & cannot be viewed by any one until the prescribed date & time of bid opening.
- 25 The confidentiality of the bid is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 26 Any document that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyers public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 27 For any queries related to portal, the bidders are asked to contact by Mail cppp.nic@nic.in or by phone 1-800-3070-2232 or 917878007972 or 91-7878007973 well in advance.
- 28 Tenderer is required to submit their tender through online in the form of Two Cover System on or before schedule bid due date of closing and time as notified in NIT. The tender received after the due date and time will not be entertained.

- 29 Tender Document can be submitted online only in the designated e-procurement portal eprocure.gov.in on or before the due date and time. The time of opening of technical bid will be as notified in the NIT.
- 30 Tenderer should submit the tender as per specification of work, drawings and in accordance with the instructions to bidders, General Conditions of Contract.

II. COVER – I DETAILS: TECHNICAL BID

This shall contain the following:-

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

The original Demand Draft /pay order/ Banker's Cheque towards EMD and Tender document cost must reach CHENNAI FISHING HARBOUR in corresponding address before opening of Technical Bid as per the date and time given in this tender.

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

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

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

III. EVALUATION PROCESS:

- 1) A proposal shall be considered responsive if –
 - a. It is received by the proposed Due Date and Time.
 - b. It is Digitally Signed.
 - c. It contains the information and documents as required in the Tender Document.
 - d. Contains EMD (wherever applicable).
 - e. It contains information in formats specified in the Tender Document.
 - f. It mentions the validity period as set out in the document.

- g. It provides the information in reasonable detail. The Chennai Fishing Harbour reserves the right to determine whether the information has been provided in reasonable detail.
 - h. There are no significant inconsistencies between the proposal and the supporting documents.
 - i. The Technical qualification conforms to as specified in the qualification criteria of General Rules and directions for the guidance of the Tenderer.
 - j. A Tender that is substantially responsive in one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (1) which affects in any substantial way, the scope, quality, or performance of the Tenderer or (2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicant presenting substantially responsive bids.
 - k. The Chennai Fishing Harbour 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 Chennai Fishing Harbour in respect of such Tenders.
 - l. The Chennai Fishing Harbour would have the right to review the Technical Qualification and seek clarifications wherever necessary.
- 2)** Since the tender involves selection based on pre-qualification criteria and technical specification, the Member Secretary will examine and seek clarification if any and list out the firms, which are found technically suitable and Cover-II Price Bid of such tenders only will be opened and EMD will be returned to the disqualified tenderers.
- a. The date and time will be intimated to tenderers whose offers are found suitable and Cover – II of such tenderers will be opened on the specified date and time.
 - b. The cost of stamping Agreement must be borne by the successful Tenderer.
 - c. The **Fax/E-Mail offers will be treated as defective, invalid and rejected.** Only detailed complete offers received through online prior to closing time and date of the tenders will be taken as valid.

**MEMBER SECRETARY/
FHMC**

FISHING HARBOUR MANAGEMENT COMMITTEE

TENDER FOR “Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour”

THROUGH E-PROCUREMENT MODE

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FISHING HARBOUR MANAGEMENT COMMITTEE

TENDER FOR “Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour ”

SECTION I

INSTRUCTIONS TO BIDDERS

1. Scope of Bid

- 1.1 CHENNAI FISHING HARBOUR hereinafter termed “the Employer” invites online bids for the **“Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour”** as defined in the bid documents (hereinafter referred to as the ‘Works’).The bidder may submit bid for the works detailed in the NIT through e-procurement mode.
- 1.2 The Contract period is **12 Months** from the date of commencement of the work as detailed elsewhere in the contract.

2. Source of Funds:

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

3. Eligible Bidders

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

4. Eligibility Criteria

- 4.1 The bidders shall upload the following information and documents.
Tender Document – Technical Bid submission as
- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) Annual financial turnover during last three years in Form-II

(c) Experience in works of a similar nature and size for each of the last seven years in Form-IV

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

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

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

- (i) Average annual financial turnover during the last 3 years ending 31st March 2016, should be atleast 30% of the estimated cost ie Rs.2.39 lakhs &
- (ii) Experience of having successfully completed similar works during the last 7 years ending 30th June 2017 as follows:
 - (a) Three similar completed works each costing not less than 40% of the estimated cost ie. Rs.3.19 lakhs (or)
 - (b) Two similar completed works each costing not less than 50% of the estimated cost ie. Rs.3.99 lakhs (or)
 - (c) One similar completed work costing not less than 80% of the estimated cost ie. Rs.6.38 lakhs

Note:- “Similar work” means, “**Any maintenance / House keeping/Civil Engineering works**”

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

Originals such as demand draft, should be reached CHENNAI FISHING HARBOUR before opening of the technical bid.

4.3 Sub-Contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

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

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.,

5. **One Bid per Bidder**

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

6. **Cost of Bidding**

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

7. **Site Visit**

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

The Manager,

CHENNAI FISHING HARBOUR,

No.1 Rajaji Salai,

Chennai – 600 001.

Telephone : 044 – 2531 2551

7.2 The tenderer and any of his personnel or agents will be granted permission by the Employer's Engineer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel and agents, will release and indemnify the Employer's Engineer from and against all liability in respect

of such inspection and will also be responsible for death or personal injury, loss or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

- 7.3 It is the responsibility of Tenderers to visit the site as set out in 7.1 above and obtain all information necessary for the purpose of preparing Tenders. Tenderers must inspect and fully satisfy themselves as to:
- The requirements and extent of the Works.
 - The means of access to the Site.
 - The topographical and bathymetric features of the Site which may affect the tender.

8. **Content of Tender Documents**

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

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

- i) Notice Inviting Tender
- ii) Instructions for on line tender submission
- iii) Section I - Instructions to Bidders.
- iv) Section II - General Description of work and other conditions.
- v) Section III - Specification of materials and works
- vi) Section IV - General Conditions of contract
- vii) Section V - Schedule of Drawings
- viii) Form of Agreement
- x) Pre-qualification Questionnaire (I To VIII)
- xi) Format for Declaration – (Annexure-1)
- xii) Indemnity bond undertaking proforma for ‘PF’- (Annexure-2)
- xiii) Indemnity bond undertaking proforma for ‘ESI’ – (Annexure-3)
- xiiii) Preamble to Bill of quantities.

VOLUME – II (PRICE BID) UNDER COVER II

- (i) Bill of quantities.

- 8.2 Any indication of “Quoted price” in the technical bid, shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. The hard copy shall be used only for reference purpose. Any documents submitted in hard copy but not uploaded on the e-procurement portal shall be treated as irreverent.

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

9. **Clarification of Bidding Documents**

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

10 **Amendment of Bidding Documents**

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

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

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

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

11. **Preparations and Submission of Bid**

11.1 **Language of the Bid**

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

12 **Documents comprising the Bid**

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

A) Technical Bid (Volume I)

The following documents shall be submitted online only

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

The original financial instruments towards EMD and Tender cost etc, must reach CHENNAI FISHING HARBOUR in corresponding address before opening of Technical Bid as per the date and time given in this tender.

B) Price Bid (Volume- II)

- i) Priced Bill of quantities duly filled.

13. Bid Prices

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

14. Currencies of Bid and payment

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

15. Bid Validity:

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

the request will not be permitted to modify his bid and also shall submit an extension for EMD, if necessary.

16. Bid Security (Earnest Money Deposit – EMD)

- a. The bidder shall have to pay the Earnest Money Deposit of **Rs.16,000/-**.
- b. The EMD upto Rs. 5 lakhs be payable either by Demand Draft or by Banker's Cheque drawn in favour of “**The Member Secretary, Chennai Fishing Harbour Management Committee**” from any **Nationalized/Schedule Bank (except Cooperative Banks)** payable at **Chennai- 600 001**.
- c. EMD of unsuccessful bidders other than L₁, and L₂ will be refunded immediately after ranking of price bids. Earnest Money of L₂ will be refunded immediately after entering into agreement with L₁ and acceptance of performance Guarantee from L₁.
- d. EMD be refunded suo-motto without any application from the bidders.
- e. The Bid Security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance Security.
- f. The Bid Security may be forfeited, if
 - a) The Bidder withdraws the Bid after Bid opening during the period of Bid Validity; or
 - b) *The EMD shall be retained until finalization of Tenders. If any statements documents / information submitted by Tenderer is found false / incorrect. Willful misrepresentation or omission of facts or fake / forged documents, the EMD shall be forfeited; or*
 - c) The successful Bidder fails within the specified time limit to
 - i) sign the Agreement or
 - ii) furnish the required performance security

17. Alternative Proposals by Bidders

Not applicable

18. Format and signing of Bid

18.1 The Bid shall be in online mode

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

19. Sealing and Marking of Bids

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

These envelope then be put inside one outer envelope and sealed, duly marking the outer envelope as “**Bid Security and original documents**”.

19.2 The envelopes shall

a) be addressed to “The Member Secretary/CE,CHENNAI FISHING HARBOUR, No.1 Rajaji Salai, Chennai-600 001”

b) bear the following identification:

Bid for “Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour”.

Bid Reference No: T/FHMC1/1 /2017/E

DO NOT OPEN BEFORE (1530HRS & DATE: 19.08.2017)

Name and Address of the Bidder

And shall reach the office of The Member Secretary, 3rd floor of Administrative building, CHENNAI FISHING HARBOUR, No.1 Rajaji Salai, Chennai-600 001 **latest by 1530 hrs on 19.08.2017** and open at **1530 hrs.** on the same date in presence of the tenderers who may wish to be present.

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

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

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

20 Deadline for online Submission of Bids

20.1 The completed bid shall be submitted in the electronic form by **1500 Hrs. on 18.08.2017** only through e-procurement portal.

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

20.3 Price should be quoted in a spread sheet file (.xls format) available in

e-procurement Portal only. Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The bid submitted through e-procurement mode only will be taken up for the purpose for evaluation.

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

21. Late Bids

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

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

22. Modification By Withdrawal and Resubmission of Bids

- 22.1 Bidders may modify the offers by withdrawing their already freezed bids in online only through e-procurement portal (after submission of bid) and resubmit/ upload the revised offer before the deadline prescribed in **Clause 20**.
- 22.2 No bid shall be withdrawn and resubmitted through e-procurement portal by the bidder after the deadline for submission of bids.
- 22.3 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in **Clause 15.1** above or as extended pursuant to **Clause 15.2** may result in the forfeiture of the Bid Security pursuant to **Clause 16**.
- 22.4 Bidders may only modify the prices and other required details of their Bids by Resubmitting Bid only in accordance with this clause through e-procurement portal.

Bid Opening and Evaluation

23. Bid Opening

- 23.1 On the due date and time as specified in **Clause 20**, the Employer will first open Technical bids of all bids received online (except those received late) including resubmitted pursuant to **clause 22** in presence of the Bidders or their representatives who choose to attend. In the

event of specified date for bid opening declared as holiday by the Employer, the bid will be opened at the appointed time and location on the next working day.

- 23.2 If all Bidders have submitted unconditional Bids together with requisite Bid security, then all Bidders will be so informed then and there. If any Bid contains any deviation from the Bids documents and / or if the same does not contains Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly.
- 23.3 The date and time of opening of price bid (cover-II) shall be intimated to the qualified tenderers based on the evaluation of the technical bid. The price bid (cover-II) of such eligible tenderers shall be opened on the specified date and time in the presence of the qualified tenderers or their authorized representatives.

24. Process to be Confidential

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

25. Clarification of Bids

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

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

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

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

- 26.2 A substantially responsive Technical and financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without materials deviation or reservation. A materials deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way; the Employers' rights or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.
- 26.3 If a Technical Bid is not substantially responsive, it will be rejected by the Employer. The financial bid of those bidders whose Technical bid has been determined to be non-responsive shall not be opened in online mode.

27 Correction of Errors (in Price Bid)

- 27.1 Not applicable for online tenders.

28. Evaluation and Comparison of Bids

- 28.1 The Employer will evaluate and compare only the Bids determined to be responsive in accordance with **Clause 26**.
- 28.2 If the Bid of the successful Bidder is seriously unbalanced in relation to the Employer's Engineer estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those price with the implementation/construction methods and schedule proposed.

Award of Contract

29. Award Criteria

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

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

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

31. Notification of Award and Signing of Agreement

- 31.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (herein after and in Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the Execution, completion and maintenance of the Work by the Contractor as prescribed by the Contract (herein after and in the Contract called the "Contract Price")
- 31.2 The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security in accordance with the provisions of **Clause 32**.
- 31.3. The Agreement will incorporate all correspondence between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful bidder within 14 days following the notification of award along with the Letter of Acceptance. Within 21 days of from the date Letter of acceptance , the successful bidder will furnish the performance security and sign the agreement with the Employer with in 21days from submission of performance security.
- 31.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and release their Bid security.

32. Security Deposit

The person whose tender or any portion of whose tender is accepted must within 10 days of receipt of notice of such acceptance or within such extended time as may be allowed by the Employer's Engineer at his discretion deposit to the extent of 5% of the value of the accepted tender towards security for the due fulfillment of the conditions of the contract after which an agreement in the form hereto annexed will be executed.

The tenderer shall pay the Security Deposit upto Rs.5 lakhs in the form of Demand Draft/ Bankers Cheque payable at Chennai drawn on any Scheduled Bank and in the event the Security Deposit amount

exceeds Rs.5 lakhs, the total amount or the amount in excess of Rs.5 lakhs may be deposited in the form of Bank Guarantee issued by any Scheduled Bank enforceable and encashable at Chennai.

The Security Deposit shall remain valid till the satisfactory completion of the defects liability period pursuant to Clause 22 of Section II.

33 Advance Payment

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

34 Refund of EMD

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

34.2 The EMD of the successful tenderer will be refunded only after the remittance of security deposit in any manner as aforesaid. Alternatively, the successful tenderer shall when his tender is accepted, furnish security as specified in the **clause 32 of this Section** after giving credit to the amount deposited by him as earnest money. The earnest money shall retain its character, as such, till the successful tenderer furnishes the security deposit.

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

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

34.5 The Employer's Engineer does not bind himself to recommend the acceptance of the lowest or any tender or to assign any reason for non-acceptance and reserves to himself the right to divide the contract between two or more tenderers.

35. Corrupt or Fraudulent Practices:

The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the Port shall reject the tender without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Port for, inter alia, time, cost and effort of the Authority, in regard to the Tender, including consideration and evaluation of such Bidder’s Proposal. Such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

- (a) “corrupt practice” means
 - (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the

service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or

(ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

(b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

(d) “undesirable practice” means

(i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or

(ii) having a Conflict of Interest; and

(e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

(To be uploaded online)

FORM OF BID

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

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

To

The Member Secretary,
CHENNAI FISHING HARBOUR,
Chennai – 600 001.
Tamil Nadu, INDIA.

Sir,

Being duly authorised to represent and act on behalf of hereinafter called “the tenderer” and having visited the site and examined the Drawings, Conditions of Contract, Specifications, Schedules and Bill of Quantities for the work of **“Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour”** and

1. We offer to execute the work in conformity with the said drawings and Conditions of Contract, Specifications, Schedules and Bill of Quantities for the sum of Rs..... (Rupees**(Rate shall not be filled in)**).
2. We undertake, if our Tender is accepted, to achieve completion of the various sections of the Works within the periods specified in this Schedule.
3. If our Tender is accepted we will furnish a Security Deposit within 21 days from the date of issue of work order, in the form of Demand Draft/pay order / Bankers Cheque payable at Chennai drawn on any Scheduled Bank (except Co-operative Bank) as Security for the due performance of the Contract in accordance with **Clause 32 of Section I**.
4. We agree to abide by this Tender for the period of **120 days** from the date fixed for receiving the same or such further period as may be mutually agreed upon and it shall remain binding upon us and may be accepted at

any time before the expiration of that period should we fail to abide by our Tenders during the above said period of **120 days** or such extended period as mutually agreed upon the Port shall be at liberty to forfeit the Earnest Money deposited by us.

5. Unless and until a formal Agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.
6. (i) We understand that the CHENNAI FISHING HARBOUR reserves the right to,
 - a) Amend the scope of tender and value of contract under this work;
 - b) Reject or accept any tender including the lowest, cancel the tender process and reject all tender.
 - c) Agree or reject our alternative proposal without assisting any reasons.
6. (ii) We agree that the Chennai Port will not be liable for any such action and will be under no obligation to inform the tenderer of the grounds for such action.
7. If our Tender is accepted we understand that we are held fully responsible for the due performance of the Contract.
8. We have furnished Earnest Money in the form of Pay Order / Demand Draft issued by payable at Chennai in favour of **The Member Secretary, Chennai Fishing Harbour Management Committee**, Chennai – 600 001 for the amount of **Rs.16,000/- (Rupees Sixteen thousand only)**. If our Tender is not accepted, the Earnest Money shall be returned to us on our application within period as specified in the tender for the return of such EMD amount. If our Tender is accepted the Earnest Money shall be adjusted against the Security Deposit at 5% of the Contract Value, as contemplated in the relevant Clause for an amount equivalent to 5% of the Contract Value, with good and sufficient sureties as may be required for the faithful performance and proper fulfillment of the Contract and execute the Contract Agreement as required by the terms of this Tender.
9. We agree that in addition to the Security Deposit in any one of the forms described in **Clause - 32 of Section I** with good and sufficient sureties

furnished by us for the faithful performance and proper fulfillment of the Contract, we shall permit the port at the time of making any payment to us for work done under the Contract to deduct at the rate of 5% of the total value of the Interim or running bill from each Interim or running bill subject to a maximum accumulation of 3% of the contract price towards Retention Money at 5% in each bill payable to the contractor.

- 10. We agree to execute all the works referred to in the Tender Documents upon the Terms and Conditions contained or referred to therein and to carry out such deviations as may be ordered.
- 11. We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.
- 12. We also make specific note clauses of (ITB, NIT) under which the contract is governed.
- 13. In case of out station firms, having a branch in India for liaison purposes, herein we mention the Name of the Contact person and Tel. no. Fax No. and mail-Id and also the complete postal Address of the firm.

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

- 14. I / We confirm that all statements documents, information submitted / given with this bid or in support of bid is / are true, genuine, authentic, legitimate and valid. I agree that at any time from the date of submission of Bid or after award to selected successful bidder, in case any of these statement document, information is /are found incorrect. False, willful misrepresentation or omission of facts or submission of false / forged documents, the EMD / Security Deposit submitted by me/us shall be forfeited by ChPT

- 15. We understand that the communication made with the Firm at (13), by the Port shall be deemed to have been done with us.

Signed:

(Signature of person whose name and capacity are shown)

In the capacity of :

(Legal capacity of person signing the form of tender)

Name :

(Complete name of person signing the Form of Tender)

Duly authorized to sign the Tender for **“Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour ”** and on behalf of.....

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

(To be uploaded online)

CONTRACTOR'S BID

TENDER FOR Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour

To

**The Member Secretary,
CHENNAI FISHING HARBOUR**
No.1, Rajaji Salai,
Chennai – 600001.

GENTLEMEN,

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

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

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

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

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

Yours faithfully,

Authorized signature:.....

Name & Title of signatory:.....

Name of Bidder:.....

Address:.....

Notes:

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

FISHING HARBOUR MANAGEMENT COMMITTEE

TENDER FOR “Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour”

Pre-QUALIFICATION OF BIDDERS

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

FISHING HARBOUR MANAGEMENT COMMITTEE

TENDER FOR Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour

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

Date :

To

The Member Secretary,
CHENNAI FISHING HARBOUR,
No.1,Rajaji Salai,
IIIrd floor , Administrative Building,
Chennai – 600 001
Tamilnadu State

Sir,

Sub : The work of “Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour”

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

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

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

Signature
(Authorised Signatory)

FISHING HARBOUR MANAGEMENT COMMITTEE

TENDER FOR Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour

CONTRACT DATA

1.	Amount of Security Deposit.	32/Section I	5% of the contract price
2.	Date of commencement of work	25/Section II	Date on which the contractor takes over the site or the tenth day of intimation of the acceptance of the tender whichever is earlier.
3.	Period of completion	25/Section II	12 Months from the date of commencement of work.
4.	Retention Money	37/Section II	Retention Money at 5% will be deducted from each running bill subject to a maximum accumulation of 3% of the contract price.
5.	Advances	33 /Section II	No advance is envisaged in this contract.
6.	Liquidated damages	34/Section IV	½% (half percent) per week or part thereof of the total value of the contract subject to a maximum of 5% of the total value of contract
7.	Escalation	38/Section II	The Quoted rates shall be firm throughout the tenure of the contract. No escalation is payable.

Signature
(Authorised Signatory)

FISHING HARBOUR MANAGEMENT COMMITTEE

MEMORANDUM

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

I. Memorandum

- 1. General Description:** “**Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour**”.
- 2. Estimated Cost:** Rs. 7,97,616/- (Approximate)
- 3. Earnest Money:** Rs.16,000/-
- 4. Security Deposit:** 5% of the accepted tender value in the form as specified in **Clause – 32 of Section I.**
- 5. Retention Money:** 5 % of value of Interim Bill recoverable from each interim payment price as per **Clause 38 of Section II.**
- 6. Period of Completion:** **12 Months** from the date of commencement of work.
- 7. Delay in commencement of work and forfeiture of Earnest Money Deposit:** a. should this tender be accepted in whole or in Part, I / we hereby agree: (i) to abide by and fulfill all the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tenders so far as applicable and or in default thereof to forfeit and to pay the The Member Secretary, Chennai Fishing Harbour Management Committee or his successors in office, the sum of money mentioned in the conditions. A sum of **Rs.16,000/-** is hereby

forwarded in Demand Draft / Pay Order as Earnest Money. If I / we fail to commence the work specified in the above memorandum, I / we agree that the said The Member Secretary, Chennai Fishing Harbour Management Committee or his successors in office shall, without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely, otherwise the said Earnest Money shall be retained by him towards security deposit mentioned against **Clause 4** of the above mentioned memorandum.

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

Signature
(Authorised Signatory)

FISHING HARBOUR MANAGEMENT COMMITTEE

TENDER FOR “Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour”

SECTION – II

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

The works covered under this tender is **“Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour”** The details regarding the location, alignment, structural details etc are all shown in the drawing enclosed under the Schedule of Drawings. The main items of works covered in this tender are as follows:

- i) Annual maintenance and operation of toilet block near culvert No.III of Chennai Fishing Harbour including watch and ward in round the clock, in three shifts.
- ii) Removing the soil with toilet water from the septic tank through the sewage tanker lorry when ever over flow.

Along with the offer, the tenderer should submit a bar chart indicating their programme of work. On award of contract, the contractor shall, within 15 days after the date of the Letter of Acceptance – Work order, submit to the Engineer for his consent a programme, in such form and detail as the Engineer shall reasonably prescribe, for the execution of the works. The contractor shall whenever required by the Engineer, also provide in writing for his information a detailed description of the arrangements and methods which the contractor proposes to adopt for the execution of the works.

If at any time it should appear to the Engineer’s representative that the actual progress of the works does not conform to the programme to which consent has been given the contractor shall produce, at the request of the Engineer’s representative, a revised programme showing the

modifications to such programme necessary to ensure completion of the works within the time for completion.

The contractor shall submit to the Engineer within 15 days after the date of Letter of Acceptance and in any case prior to the commencement of the work, three copies of a detailed bar chart which shall be based on this preliminary programme submitted with the tender and as approved by the Engineer, showing the earliest and latest dates of commencement and completion of various activities of the work and also anticipated dates for completion of different sections of the work. The detailed bar chart shall be updated by the contractor every month.

The contractor shall submit to the Engineer on the first day of every week or such longer period as the Engineer may from time to time direct, a progress report in an approved form shown up-to-date total progress, progress achieved against planned progress, during the previous week and progress forecast for the following week for all important items in each section or portion of the works, in relation with the approved CPM schedule and bar chart.

The contractor shall, within 15 days after the date of the Letter of Acceptance, provide to the Engineer for his information a detailed cash flow estimate, in quarterly periods, of all payments to which the contractor will be entitled under the contract and the contractor shall subsequently supply revised cash flow estimates at quarterly intervals, if required to do so by the Engineer.

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

2. Road access to the site is available. In addition a limited space without affecting the day to day activities of the near by area will be made available to the contractor No rental charges will be levied for the working area spared to the contractor during the tenure of the contract including extended period, if any granted. The Engineer may at his discretion allot additional working area anywhere inside the harbour premises subject to

availability, if required by the contractor, free of rental charges based on the requirements of work. During the maintenance period, necessary safety measures have to be taken for the men working at site.

However the contractor shall at their cost arrange for the transportation of men and materials to the site of work. The area occupied by the contractor beyond the time limit specified shall be charged as per the Trust's scale of rates.

3. The tenderer shall inspect and examine the site and its surroundings and shall satisfy himself before submitting his tender as to the nature of the structure and substructure (so far as is practicable), the form and nature of the site, the stacking and movement of the traffic, the quantities and nature of work and materials necessary for the completion of the works and the means of access to the site, the accommodation he may require and in general, shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent to any wrong assumptions / assessment by the tenderer or otherwise shall be allowed. The tenderer shall take into account all these aspects before quoting their rates and shall not hold the Board responsible for any details that might have been omitted to be mentioned in the tender schedule which may affect the pricing of the tender and any claim by the tenderer on this account will not be entertained by the Board. In case any additional investigations are required to be done at site by the tenderer, he may do so at his own cost with the prior approval of the Engineer.
4. The contractor is deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for works and of the rates and prices quoted in the priced bill of Quantities and the schedule of rates and prices (if any) which rates and prices shall except insofar as they are otherwise provided in the contract, cover all his obligations under the contract apart from all matters and things necessary for the proper completion and maintenance of the work. The rate quoted shall be inclusive of all taxes, levies, duties, cost of insurance etc. apart from the

cost of materials to be procured by the contractor and also labour, tools, plants, fuel, consumables, etc.

5. TAX :

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

6. If any temporary item of work is needed for the execution of the contract, the required details shall be submitted by the tenderer with the proposals and connected drawings along with the tender .No payment shall be made for any temporary items of work. Before any Temporary works are commenced, the contractor shall submit sufficiently in advance to the Engineer or his representative for approval, his proposals for all temporary works including drawings and design calculations. The Engineer or his representative shall be at liberty to make any modifications to the temporary works in accordance with the conditions of the contract and the contractor shall carry out such modifications. In the event of the contractor considering that such modifications required by the Engineer or his representative will affect the security of the temporary works, or increase the contractor's liability under the contract, he shall give notice in writing to the Engineer within seven days of receipt of such communication. The Engineer will thereupon consider the matter and communicate his decision, which shall be final and binding on the contractor. Notwithstanding the approval by the Engineer or his representative of any submitted design for any of the temporary works the contractor shall remain entirely responsible for such works in all respects.
7. The description of the item of work given in the schedule of quantities should be read along with the specifications, drawings and the conditions of contract.

8. It is to be expressly understood that the measured work is to be taken net (notwithstanding any custom or practice otherwise) according to the drawing or as may be directed from time to time by the Engineer or his representative and that the value of the work done will be calculated by the measurement of various items at the respective rates without additional charges for any necessary incidental or contingent work connected therewith as detailed in specifications and conditions of contract.
- 9.1 The quantities given under the Bill of Quantities are those upon which the approximate estimated cost of work are based but they are subject to alterations, omissions, deduction and additions and not necessarily show the actual quantities of work to be done and can be increased or decreased at the discretion of the Engineer. However, the consequent variation in the total contract value will be limited to 20% under normal circumstances. The rates quoted shall be firm for such variation. In case the variation results in the total contract value exceeding the prescribed percentage, the revision of rates, if any, shall be applicable only for that portion of contract carried out in excess of the permissible percentage.
10. The work has to be carried out in the **near culvert area III in Chennai Fishing Harbour**. Hence the contractor shall plan his activities and also stock the materials without causing any obstructions or blockage to the traffic movements. The works once taken shall be completed in all respects wherever possible. Further the site will be handed over only in stages depending on the progress of work. If there is a delay in handing over the site, the period of completion of work shall be suitably adjusted at the discretion of the Engineer. Depending upon the date of handing over the site to the contractor or delay due to port activities, the Engineer at his discretion may grant extension of time, as he considers reasonable for the proper completion of work. The tenderer has to taken into account all the delays due to this kind of port activities. The grant of such extension of time however will not bestow on the contractor any right to claim compensation / extra payment for idling of plant, labour and overhead loss etc., even at a future date for any reasons whatsoever. No

claim towards idle time charges will be entertained by the Trust for any reasons whatsoever.

- 11.1. Drains, pipes, cables, overhead wires and similar services encountered in the course of the work shall be guarded from injury by the contractor at his own cost, so that they may continue in full and uninterrupted use to the satisfaction of the Engineer or his representative thereof and the contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
- 11.2. Should any damage be done by the contractor to any mains, pipes, cables or lines (whether above or below structure) whether or not shown in the drawing, the contractor must make good or bear the cost of making good the same without delay, to the satisfaction of the Engineer or his representative.
12. The Board shall not be held liable for any damages or compensation payable under the law in respect or in consequence of any accident or injury to any workmen or other persons in the employment of the contractor or any sub-contractor and the contractor shall indemnify and keep indemnified the Board against all such damages and compensation and against all claims, demands, proceedings, costs, charges, expenses whatsoever in respect thereof or in relation thereto.
13. **Care of works:**

From the commencement to the completion of the works the contractor shall take full responsibility for the care thereof and of all temporary works and in case any damage, loss or injury shall happen to the works or to any part thereof or to any temporary works from any cause whatsoever (**excepted Risks** as defined in **Clause 14** thereof) shall at his own cost, repair and make good the same so that at completion, the works shall be in good order and condition and in conformity in every respect with the requirements of the contract and the Engineer's instructions. In the event of any such damage, loss or injury happening from any of the excepted Risks, the contract shall if and of the extent required by the Engineer and subject always to the provisions of **Clause**

23 “Special Risks” hereof repair and make good the same as aforesaid at the cost of the Employer. The contractor shall also be liable for any damage to the works occasioned by him in the operation carried out by him for the purpose of complying with his obligations under **Clause 21 & 22.**

However, if

- a) If the Engineer issues a Taking-Over Certificate for any Section or part of the works the Contractor shall cease to be liable for the care of that section or part from the date of issue of the Taking-Over Certificate, when the responsibility for the care of that section or part shall pass to the Engineer, and
- b) The Contractor shall take full responsibility for the care of any outstanding Works and materials and Plant for incorporation therein which he undertakes to finish during the Defects Liability Period until such outstanding Works have been completed pursuant to **Clause – 22.**

14. **Excepted risks:**

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

15. **Insurance of works, etc.,**

Without limiting his obligation and responsibilities under **Clause 13 - ‘Care of works’** and **Clause 14 - ‘Excepted Risks’** hereof, the contractors shall insure in the joint names of the Employer and the

contractor against all loss or damage from whatever cause arising (other than the Excepted Risks) for which he is responsible under the terms of the contract and in such manner that the Employer and contractor are covered during the period of construction or the works are also covered during the period of maintenance for loss or damage arising from a cause occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under **Clauses 21 & 22.**

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

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

16. **Urgent works and / or repairs:**

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

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

17 **Third Party Insurance:**

Before commencing the execution of the works, the contractor but without limiting his obligation and responsibilities under **Clause 19.2** hereof shall insure against any damage, loss or injury which may occur to any property (including that of the Employer or to any person including any employee) if the employer by or arising out of the execution of the works in the carrying out of the contract otherwise than due to the matter referred in the provision to **Clause 19.1**

18. **Minimum amount of the Third Party insurance**

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

19.1 **Accident or injury to workmen:**

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

19.2 **Damage to persons and property:**

The contractor shall (except if and so far as the specification provided otherwise) indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever (other than surface or other damage to land being or crop being on the site suffered by tenants or occupiers) which may arise out or in consequence of the construction and maintenance of the works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the contractor liable for or in respect of or to indemnify the Employer against any compensation or damages for or with respect to:

- i. The permanent use or occupation of the land by the works or any part thereof or (save as hereinafter provided) surface or other damages as aforesaid.
- ii. The right of the Employer to construct the works or any part thereof on over, under, in or through any land.
- iii. Interference whether temporary or permanent with any right of light, airway or water or other easement or quasi easement which is the unavoidable result of the construction of the works in accordance with the contract.
- iv. Injuries or damage to persons / property resulting from any act or neglect done or committed during the currency of the contract by the Employer his agents, servants or other contractors (not being employed by the contractor) or for in respect of any claims, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto provided further that for the purposes of this clause, the expression "the site" shall be deemed to be limited to the area defined in the specification or shown in the drawings.

19.3 **Insurance against accident etc., to workmen:**

The contractor shall insure against such liability with an Insurer approved by the Employer and shall continue such insurance during the

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

20. **Remedy of Contractor's failure to insure:**

If the contractor shall fail to effect and keep in force the insurance referred to the **Clauses 17,18, 19.2, & 19.3** above hereof or any other insurance which he may be required to effect under the terms of the contract then, and in any such case, the employer may effect and keep in force any such insurance and pay such premium or premium as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer with interest as stated below from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor. At the rate of 3% above the prevailing Bank rate of 11% or as announced by the Reserve Bank of India from time to time under section 49 of Reserve Bank of India Act, 1934.

21. **Compliance with Rules and Regulations:**

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

arrangements for worker and safety code and the Contract (Regulation and Abolition) Central Rules 1971 etc. for welfare and protection of workers or for the safety of the public and other insurance provisions.

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

22. Defects liability:

22.1 Defects Liability Period

Not applicable for the subject contract

22.2 Default of the contractor in compliance:

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

22.3 Cost of Remedying Defects:

During the course of the execution of the contract, if the contractor causes any damage to the Employer's properties, the same shall be rectified by the Contractor at his own cost to the satisfaction of the Engineer within a reasonable time as specified by the Engineer.

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

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

Engineer and shall be recoverable from the Contractor by the Engineer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly.

23 **Special Risks:**

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

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

23.2 **Projectile, missile etc.:**

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

23.3 **Increased costs arising from special Risks:**

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

(subject however to the provisions of this clause hereinafter contained in regard to outbreak of war) but the contractor shall as soon as such increase of cost shall come to his knowledge forthwith notify the Engineer thereof in writing.

23.4 Outbreak of war:

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

23.5 Removal of plant on termination:

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

23.6 Payment if contract terminated:

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

- i. The amounts payable in respect of any preliminary items so far as the work or service comprised therein has been carried out or performed and a proper proportion as certified by the Engineer of any such items the work or service comprised in which has been partially carried out or performed.
- ii. The cost of materials or goods reasonably ordered for the works or temporary works which have been delivered to the contractor or of

which the contractor is legally liable to accept delivery (such materials or goods becomes the property of the Employer upon such payment being made by him).

- iii. A sum to be certified by the Engineer being the amount of any expenditure reasonably incurred by the contractor in the expectation of completing the whole of the works insofar as such expenditure shall not have been covered by the payments in this clause before mentioned.
- iv. Any additional sum payable under the provisions of **Clause 23.3**.
- v. The reasonable cost of removal under this clause and (if required by the contractor) return thereof to the contractor's main plant yard in his country of registration or to any other destination at no greater cost.
- vi. The reasonable cost of repatriation of all contractors' staff and workmen employed on or in connection with the works at the time of such termination.

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

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

25 **Date of commencement and completion of work:**

The work shall be taken to have been commenced from the date on which the contractor takes over the site or the tenth day of the intimation of the acceptance of the tender whichever is earlier and the contractor shall complete the works within **12 (Twelve) months** from this date.

26 **Taking-Over Certificate:**

Not applicable for the subject contract

27 Release of Security Deposit:

The amount deposited by the Contractor, as Security Deposit under this Agreement will be refunded to the Contractor only after satisfactory completion of the work.

28 Free supply of materials:

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

29 SERVICE AVAILABLE AT COST:

29.1 Supply of water for the works:

Already Bore point /Motor provided in the Toilet Block itself and the contractor shall be permitted to collect water at free of cost.

29.2 Electricity Supply for Works:

Electrical power connection with meter already provided in the Toilet Block itself and Electricity Charges will be paid by Chennai Fishing Harbour.

30. Cement and steel:

Not applicable for the subject contract

31. Supply of Drinking Water:

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

32. Water and Fuel for plants and Machinery:

Not applicable for this contract.

33. Advances:

No advance is envisaged in the contract.

34. Financial Background:

The work covered under this contract is a time bound work and the work will have to be completed within the stipulated period. The contractor shall be financially sound so as to ensure sufficient cash flow for the monthly work.

35. Mode of measurement and payment:

- i. Payment shall be made on the recorded measurements and the contractor will have to prepare and submit by himself the bills in the prescribed form once in a month, Payment will be made ordinarily once in a month. The Port shall pay 75% of the net amount of the bill submitted within 10 days from the date of receipt of the bill and the balance within 30 days from the date of receipt of the bill. On completion of the work or on the prior termination of the contract final measurement will be taken and account adjusted accordingly. The net amount payable means gross amount less all statutory levies such as Income tax, Goods and Service tax on works contract and any other amount due to the Chennai Fishing Harbour.
- ii. **Payment for RCC items:**
Not applicable for the subject contract.
- iii. **Payment for PCC items:**
Not applicable for the subject contract.

36. ECS Payment :

The tenderers are advised that all payments related to this subject work would be made through ECS (Electronic Clearing Service) .The tenderer would be required to provide particulars of their bank account along with their bid. The payment will be made through ECS only. The tenderer has to submit the following in their letter head for ECS procedure to be duly endorsed by the bank branch manager. Particulars of the bank A/C (vide Ref.No.JDB/9007/02/E dt.09.02.16)

- 1.Name of the Bank, Branch and full postal address.
- 2. Account Number
- 3.MICR Number.
- 4. Type of Account
- 5.IFSC Number
- 6. GST Regn.No. Number
- 7.Copy of PAN Card.
- 8. TIN Number.
- 9.ESI Regn.No
- 10. EPF Regn No.

37. Retention Money:

Retention Money at 5% will be deducted from each running bill subject to a maximum accumulation of 3% of the contract price Half of the above

sum will be refunded to the Contractor, if he so desires on issuance of the taking over certificate for whole of the work and the balance being held in deposit as security for satisfactorily maintaining the works free from defects for a period of 12 months, pursuant to **clause 22 of this section**. Notwithstanding the provisions contained **in clause 22 and 27 of this section**, if during this period of 12 months, any defects are notified which in the opinion of the Engineer are due to bad materials used and / or defective workmanship, the contractor shall be required to carry out at the contractor's cost, such repairs as the Engineer considers necessary or in the event of contractor failing to do this within the notified time, the Engineer may arrange for such repairs to be carried out and deduct the cost of such rectification of the defects from the amount retained, without prejudice to the recovery of any amount that may have been spent in excess of the deposit.

38. ESCALATION

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

39. ASSISTANCE FOR ENGINEER

The contractor shall provide the Engineer at all times during the contract period sufficient and qualified personnel to assist the Engineer in his duties to carry out or check any work and / or measurement of works. The contractor is also to provide with necessary survey instruments, computers and any gadgets, ladders, gangways survey launch etc., as directed for inspection or measurement of the works by the Engineer.

39. SAFETY OF ADJACENT STRUCTURES OF WORKS

In pursuance of the conditions of contract the contractor or his representative shall provide and erect to the approval of the Engineer such supports as may be required to protect efficiently all structures or works in the vicinity of working area or otherwise take such permanent measures to protect the structures or works. Any damage to the structures, shall be made good by the contractor without delay as directed by the Engineer at his cost.

40.1 UNAUTHORIZED PERSONS

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

40.2 FIRST AID FACILITIES

The contractor shall provide and maintain upon the work sufficient proper and efficient life saving appliances and first aid equipment to the approval of the Engineer and in accordance with the requirements of International Labour Organisation (I.L.O.) Convention No.62. The appliances and equipment shall be available for use at all times. For work carried out within the dock area or in the vicinity of any wharf or quay, the contractor shall abide by all the provisions of the Dock Workers (Safety, Health and Welfare) Scheme, 1961. The contractor's particular attention is drawn to Clause-43 of the above said Regulation in respect of erection and maintenance of staging. Contractor shall indemnify the Port from the cases booked by the Labour Enforcement Officer (L.E.O.) for his negligence.

40.3 SITE REGISTER.

For the purpose of quick communication between the Engineer and the contractor, site register shall be maintained at site in the manner as described below:

Any communication, relating to the works may be conveyed through records in the Site Books, such as communication from one party to the other shall be deemed to have been adequately served in terms of **Clause – 52** of the General Conditions of Contract. Each Site register shall have machine numbered pages in triplicate and shall be carefully maintained

and preserved by the contractor and shall be kept in the office of the Engineer. Any instruction or order which the Engineer may like to issue to the contractor may be recorded by him in the Site Book and two copies thereof taken by him for his record.

40.4 CONSTRUCTION RECORDS

The contractor shall keep and supply to Engineer full and accurate records of the dimensions and positions of all new work and any other information necessary for the Engineer to be able to prepare completion drawings, recording details of the work as constructed.

40.5 TEMPORARY FENCING

The contractor shall provide and maintain temporary fencing both fixed and movable type and gates to adequately enclose all boundaries of the site office, site stores etc., including all costs incurred for the security and in accordance with the requirements of the Engineer and regulations of local authorities. These shall be altered, relocated and adopted from time to time as necessary and removed on completion, all expenses in this connection shall be borne by the contractor.

40.6 TEMPORARY ACCESS

Access shall be provided to the site by the contractor from the main road at no extra cost as directed by the Engineer. The contractor shall be responsible for proper maintenance of this access road and take all care to see that the existing services if any, are maintained in working order.

The contractor shall provide temporary access / approach if necessary, otherwise shall maintain the existing roads being used by him.

40.7 LICENSE, PERMITS, ETC.,

The contractor shall make his own arrangements for obtaining all necessary licenses, permits etc., for the procurement of any spares that he may require during the progress of the works. The contractor shall have adequate supply of necessary spares from the very beginning to ensure that no serious delay or holdup occurs in the execution of works.

40.8 EXISTING SERVICES

The contractor's attention is drawn to the possibility that there might be existing underground or overhead services & service line inside and

around the port areas i.e., within the site of the proposed works. It is the contractor's responsibility to work cautiously and carefully so that these are not damaged. Any damage to the services shall be repaired and restored immediately as directed by the Engineer without any extra cost. The contractor is required to ascertain and allow in his cost for any rerouting of the services that may be necessary for the due execution of the contract and any claim resulting from his failure to do so will not be admitted.

40.9 **STANDARDS AND SPECIFICATIONS**

In this and in any other contract document and / or drawings, the letters "IS" followed by a number will refer to the edition of the Indian Standard current at the time of tendering.

The contractor shall keep the following at site office, Standard and codes mentioned in the specifications or as required by the Engineer.

40.10 **SAFETY AND SECURITY MEASURES**

- a) The method of work for successful completion of work shall be at the sole discretion of the contractor. The contractor shall take all preventive and precautionary measures to ensure complete safety of all site personnel, inhabitants of the buildings including any third party, together with all buildings on or around the site. Temporary and permanent including adjacent building and buildings completed or partly completed by any third party, till satisfactory completion of work in respect to each existing building.
- b) The contractor shall comply with all applicable Laws, Regulations and Standards. The contractor shall be responsible for the co-ordination of all safety matters and shall promptly comply with any specific safety instructions given by the Engineer or by the respective authorities.
- c) When any work is performed at night or where day light is shut off or obscured, the contractor shall, at his cost provide appropriate lighting facilities to continue execution and permit inspection. During such periods the access to the place of work shall also be clearly illuminated. All wiring for electric lights and power shall be installed and maintained, securely fastened in a place at the points and shall be kept away as far as

possible from telephone and signal wires. All wiring shall be subject to approval by the Engineer.

- d) The contractor shall adequately safeguard the site, products, materials, plant and the works from damage and theft.

The contractor shall provide his and his sub-contractor's staff and work people with permits required for admittance to restricted areas.

In relation with this contract the following shall be observed.

- i) Any security procedures as demanded by local authorities / Chennai Fishing Harbour such as passes, badges interruptions to work, etc., shall be strictly adhered to.
- ii) The cost for security measures under this Clause shall be borne by the contractor.

40.11 MAINTAINING UTILITY AND SERVICES

The contractor shall not damage, close or obstruct any utility areas, roads, Port traffic or other property until permits thereof have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by contractor's operation, the contractor shall, at his own cost, make such repairs and provide such temporary guards, lights and other signals or as necessary or required for safety and as will be acceptable to the Engineer and / or the Employer of the utility, highway, road or other property.

40.12 FACILITIES, ATTENDANCE ETC., ON NOMINATED SUB-CONTRACTORS

The contractor shall allow for the provision of facilities, attendance etc., for the nominated sub-contractors.

These facilities, attendance etc., include:

- a) Storage facilities for plant and equipment and products and materials.
- b) The use of sanitary accommodation, medical and welfare facilities.
- c) Watching and lighting and protection of their work as necessary.

40.13 LIMITATION OF OPERATIONS

The contractor shall refrain entering area of the site not allocated to him unless he obtains the written approval of the Engineer and appropriate authorities.

Should the contractor wish to make use of any adjoining or property of offices or halls, he shall first obtain the written “No Objection” of the Engineer and then shall apply to the appropriate authority for permission to use the area. If such permission is granted, the contractor may make use of the area thus permitted to use, but on completion shall clear away and make good any damage at his own expense and pay all costs and charges in connection therewith.

The contractor shall be solely responsible to obtain required permits / authorization from other agencies Departments for the due performance of the contract and delay if any arising thereof shall not be quoted as reason for extension of time and consequent additional cost.

Contractor has to comply with all Port operational procedures set forth by Port Authorities as and when required at his own cost.

40.14 WORK PROGRAMME FOR AREAS WITH RESTRICTED ACCESS

Work to be carried out inside the seaport shall be so programmed to ensure, that the time period required to carry out the entire activities is minimum. All advance preparations with regard to approvals, procurement of all materials, plant, personnel etc., shall be made to achieve the targets, this may call for working continuously or at unscheduled hours as directed and approved by the Engineer.

40.15 STOPPAGE OF WORKS

Contractor may be instructed to stop the works from time to time due to security reason, or any other reasons as per the instruction of Port Authorities.

40.16 NOISES AND DUST CONTROL

The contractor shall take all necessary precautions in reducing noise and dust caused by Plant and minimum acceptable level by means of mufflers, silencers, screens and the like.

40.17. WORKING CONDITION

40.17.1 Access to the Site

The access of men and materials to the site has to be through any one of the designated Gates of the Port. The contractor has to comply with all necessary formalities as per Port rules for movement of men material and equipments on to the site and also to communicate with Port Control when any movement is required.

40.17.2 Port Requirement

The normal port operations will be continued throughout the progress of the works and the contractor shall carryout his work without hindrance to port traffic and operations.

The contractor shall obey orders and directions given by the Engineer or his authorized representative in the course of the discharge of his duties. The contractor shall cease work whenever and for as long as the Engineer may consider it essential to do so. The contractor shall obey orders and directions given by the Engineer or his authorized representative in the course of the discharges of his duties. The Contractor shall cease work whenever and for as long as the Engineer may consider it essential to do so.

40.18 Provision of materials, stores and equipments

The contractor shall be responsible for the provision of all materials, stores, and equipment necessary for satisfactory execution and completion of the work.

40.19 Interruptions of work and idle time charges

The contractor shall allow in his rates for any loss of working hours due to weather, surveying, and shifting of plants and other equipment from one area to another area depending upon the traffic operations or for maintenance.

40.20 Clearance of site on completion

All the completion of the contract the contractor shall remove at his own cost all wires and any other equipment, plant or materials introduced by him.

40.21 **Environmental Considerations**

The contractor shall refrain from using plant, which makes excessive noise, particularly during the hours of darkness, which shall be limited to 45db(A) at a distance of 100 m from the working area and other plants.

The information furnished hereinafter and provided elsewhere is given in good faith, but the Tenderer shall satisfy himself regarding the weather, tides, etc., and no claim will be entertained due to any error in the information supplied.

41. Survey

Not applicable for the subject contract.

42. ESI Act, 1948

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

- (a) As per the Govt Notification dt 20.7.09, Chennai Port Trust has registered under the ESI Act on 26.09.2012 with ESI Corporation and provision of ESI Act, 1948 are applicable to Chennai Port Trust, a Social Security Act, is applicable to Factories using power and employing 10 or more personnel and establishment employing 20 or more persons and drawing wages/Salary upto Rs.21,000/- per month. Workers covered under ESI Act, are entitled for full medical care for self and family. Besides, cash benefit in the event of sickness, maternity and employment injury. Accordingly, the contractual/casual employees drawing wages upto Rs.21,000/- per month employed either directly by Port Trust or through contractor are covered under ESI Act, 1948. It is obligatory on the part of the employer to calculate and remit ESI contribution comprising of employers' share of 4.75% plus employees' share of 1.75% which is payable on or before 21st of the following month, to which the salary relates.
- (b) In case of Contractor employs more than 20 employees, they should register their name with ESI as per ESI Act, 1948 and obtain ESI Code. Both Employers share of 4.75% and Employees contribution of 1.75% (recovered from employees), totally 6.5% to be paid as contribution to ESI

in their Code on or before 21st of following month to which the salary relates and acknowledgement for the same shall be submitted to the Port while claiming the bill. The bill without the acknowledgment of ESI contribution will not be entertained. In case the contractor has not paid the ESI contribution same will be recovered in the running bill and paid to the ESI Corporation in contractor's code. The delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue.

- (c) In case the contractor employs less than 20 employees, the list of employees' names, their father's name, identification proof, one passport photo shall be submitted to the Port Trust. The contribution of ESI amount, both Employers share of 4.75% and Employees of 1.75% (recovered from Employees salary), totally 6.5% shall be paid by the contractor in the Chennai Port Trust Code on or before 21st of the following month to which the salary relates or otherwise payment to the contractor will be withheld. If the contractor fails to comply with the above instruction, then the Principal Employer (Chennai Port Trust) will make payment to the ESI Corporation. Such amount will be deducted from any amount due to the contractor. The delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue.
- (d) As per the above Government Notification i) All intending tenderer at the time of tender shall disclose all necessary documents as to whether they are covered under ESI Act or not.
- ii) In case they are covered under ESI Act, they have to furnish the details of registration.
- iii) In case the tenderer does not possess ESI Registration at the time of Participation in the Tender, then they should obtain registration under ESI Regulations before award of the work by Chennai Port Trust and submit the same within 30 days from the date of issue of work order. Any payment towards the work order will be made only after compliance of the ESI Regulation.

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

v) In case the tenderer are not covered under ESI Act, or exempted, they would furnish necessary documents along with an affidavit in original affirming before a first class Judicial Magistrate in a Non-Judicial Stamp paper worth Rs. 20/- to that effect.

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

The ESI amount for the labourers shall be paid by the tenderer every month to ESI Office and submit the Receipt to Fishing Harbour office accordingly.

43. SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

a) **Workmen Compensation Act 1923:** The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

b) **Payment of Gratuity Act 1972:** Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

c) **Employees P.F. and Miscellaneous Provision Act 1952:** The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:

(i) Pension or family pension on retirement or death, as the case may be.

(ii) Deposit linked insurance on the death in harness of the worker.

(ii) Payment of P.F. accumulation on retirement/death etc.

- (iii) The EPF amount for the labourers shall be paid by the tenderer every month to EPF Office and submit the Receipt to Fishing Harbour office accordingly.
- d) **Maternity Benefit Act 1951**: The Act provides for leave and some other benefits to women/employees in case of confinement or miscarriage etc.
- e) **Contract Labour (Regulation & Abolition) Act 1970**: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.
- f) **Minimum Wages Act 1948**: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, and Runways are scheduled employments.
- g) **Payment of Wages Act 1936**: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) **Equal Remuneration Act 1979**: The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- i) **Payment of Bonus Act 1965**: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/-per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above up to Rs.3500/- per month shall be worked out by taking wages as Rs.2500/-per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- j) **Industrial Disputes Act 1947**: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for

laying off or retrenching the employees or closing down the establishment.

- k) **Industrial Employment (Standing Orders) Act 1946:** It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
- l) **Trade Unions Act 1926:** The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) **Child Labour (Prohibition & Regulation) Act 1986:** The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- n) **Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979:** The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home up to the establishment and back, etc.
- o) **The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) **Factories Act 1948:** The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to

designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

- q) **Employees State Insurance ESI Act, 1948:** The ESI Act, 1948, is applicable to Factories using power and employing 10 or more personnel and establishment employing 20 or more persons and drawing wages/Salary upto Rs.21,000/- per month. Workers covered under ESI Act, are entitled for full medical care for self and family. Besides, cash benefit in the event of sickness, maternity and employment injury. Accordingly, the contractual/casual employees drawing wages upto Rs.21,000/- per month employed either directly by Port Trust or through contractor are covered under ESI Act, 1948. It is obligatory on the part of the employer to calculate and remit ESI contribution comprising of employers' share of 4.75% plus employees' share of 1.75% which is payable on or before 21st of the following month, to which the salary relates.

FISHING HARBOUR MANAGEMENT COMMITTEE

Tender for Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour

SECTION - III – Specification of Materials and Works

Part I – Material and workmanship.

1.1 STANDARDS

Unless otherwise specified in the Contract, the relevant provisions of the appropriate Bureau of Indian Standards shall apply for all materials and workmanship.

1.2 STANDARD PRODUCTS

If mention is made in the Contract of named products of individual manufacturers, this indication of the standard or type and workmanship of goods, which are satisfactory to the Engineer.

The Contractor may substitute similar Products of atleast equal quality and suitability, subject to the approval of the Engineer provided that the Contractor has submitted with his Tender proposals for such substitution with full particulars of the proposed alternative products; otherwise, the Contractor's proposals may not be considered.

Proposals by the Contractor for the supply of manufactured products shall be accompanied by certification that the manufacture's products are approved by the relevant standards authority.

2. TEST CERTIFICATES

Not applicable for the subject contract.

3. AS-BUILT DRAWING

Not applicable for the subject contract.

4. MATERIALS AND WORKMANSHIP

4.1 QUALITY OF MATERIALS, WORKMANSHIP AND TESTING FACILITIES

All materials intended to form or forming part of the works. All workmanship and all work under the Contract shall be in accordance with the Contract and with the instructions of the Engineer. Those materials, which shall conform to the relevant standards, shall be subject to the approval of the Engineer and shall be subjected from time to time

to such tests as the Engineer may direct. Tests shall be carried out either at the contractor's laboratory or at any other place as directed by the Engineer. The Contractor shall provide without delay, all such attendance, assistance, facilities and equipment as are required for examining, measuring, sampling and testing of work and the quality, weight and quantity of materials and things intended to form or forming part of the works as and where required by the Engineer.

The Contractor shall redo/replace such work, materials and things rejected by the Engineer.

4.2 SAMPLING

Not applicable for the subject contract.

4.3 TESTING

Not applicable for the subject contract.

4.4 PREVENTION OF DAMAGE TO MATERIALS

The Contractor shall take adequate measures to prevent damage, contamination and the like at any stage and by any cause to available existing structures.

4.5 COMPLIANCE - NO REASON FOR EXTENSION OF TIME

Compliance by the Contractor with the provisions of this Clause shall not give the Contractor any right to extension of time for the completion of the works.

4.5 INSPECTION BEFORE CONCEALMENT

Not applicable for the subject contract.

5. SETTING OUT

5.1. SETTING OUT THE WORKS

Not applicable for the subject contract.

5.2. CHECKING OF SETTING OUT

Not applicable for the subject contract.

6. DATA FOR SETTING OUT THE WORKS

Not applicable for the subject contract

7. CONDITIONS OF SITE

Before carrying out any work, the Contractor shall inspect the Site in conjunction with the Engineer's Representative to establish its general

condition which shall be agreed and recorded in writing, and where, in the opinion of the Engineer or his Representative it is deemed necessary, by means of photographs.

The boundary of the area provided for the execution of the works will be defined by the Engineer's Representative and the Contractor shall provide erect and maintain from commencement to final completion, approved markers indicating the boundary of the working area at regular intervals as the Engineer's Representative may require.

FISHING HARBOUR MANAGEMENT COMMITTEE

Tender for Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour

SECTION - III – Specification of Materials and Works

Part II - Specification of materials

1. The goods or materials to be supplied by the contractor shall be of the quality or sort specified and in every respect equal and answerable to the pattern or samples submitted by him for approval of the Engineer or his representatives.
2. All materials used shall be new and no material shall be used on the work without the prior approval of the Engineer or his representative.
3. The decision of the Engineer or his representative regarding the quality of any materials used on the work will be final and binding on the contractor. He shall remove from the site of work any material rejected as unfit for use on the work at his own cost as soon as he is ordered to do so, failing which the Engineer or his representatives shall remove such materials from the site of work and shall deduct the cost incurred by such removal by the Board from the site of work from any moneys due to the contractor.
4. All the work shall be carried out as per relevant specifications and to the satisfaction of the Engineer.
5. The specification of all other materials shall be as per the Civil Engineering Works Manual of Chennai Port Trust with latest amendments unless otherwise specified and/or relevant Indian Standard specifications as applicable. All BIS specification referred to in this schedule shall be the latest version.

FISHING HARBOUR MANAGEMENT COMMITTEE

Tender for Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour

SECTION - III

Specification of Materials and Works

Part III - Specification of works

1. All the works shall be carried out as per the Civil Engineering Works Manual of Chennai Port Trust with latest amendments and/or relevant Indian Standard Specification as applicable.
2. The working area should be cordoned off from the rest of the office and other operational area and there should be no obstruction / hindrance to the functioning of the office and other operations / works in the vicinity.
3. All works embracing more than one process shall be subject to examination and approval at each stage thereof and the contractor shall give due notice to the Engineer's representative when each stage is ready. In default of such notice, the Engineer's representative shall be entitled to appraise the quality and extent thereof.

No work shall be covered up or put out of view without the approval of the Engineer's representative and the contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examinations of foundations before permanent work is placed thereon. The contractor shall give due notice to the Engineer's representative whenever any such work or foundation is ready for examination and the Engineer's representative shall without unreasonable delay, unless he considers it necessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations. In the event of the failure of the contractor to give such notice, he shall if required, by the Engineer's representative uncover such work. The entire cost of such uncovering of work and

making good the same thereafter to the satisfaction of the Engineer's representative shall be born by the contractor.

Departmental office concerned with the contract shall have powers to inspect and examine any part of the works any time and the contractor shall give such facilities as may be required for such inspection and examination.

4. Removal of improper works & material:

Not applicable for the subject tender.

5. Default of the contractor in compliance:

In case of default on the part of the contractor in carrying out such order, the FHMC shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the contractor. In the event of failure of the contractor to reimburse the above expenditure, the FHMC is entitled to recover the same from any moneys due or which may become due to the contractor.

After satisfactory completion of the work, Completion Certificate will be issued by the Engineer itself.

FISHING HARBOUR MANAGEMENT COMMITTEE

Tender for Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour

SECTION-IV GENERAL CONDITIONS OF CONTRACT

1. Definitions and Interpretations:

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

- 1.1 “Board”** - The Board means the Board members of the FHMC, a body corporate as constitution of Management committee during the year 1985, represented by its Chairman and as amended from time to time.
- 1.2 “Employer”** means the Board members of the FHMC, a body constituted under constitution of Management committee during the year 1985 acting through its Chairman, Member Secretary, Engineer or any other officer nominated by the board and legal successors in title to such person but not (except with the consent of the contractor) any assignee of such person.
- 1.3 “Member Secretary / Engineer”** means the Member Secretary of the Chennai Fishing Harbour Management committee and his successors.
- 1.4 “Engineer-in-charge / Engineer’s representative”** means the Manager or an officer appointed by the Member Secretary in writing who shall direct and supervise and to perform the duties set forth in **sub - Clause 3.2** hereof and be in-charge of the works.
- 1.5 “Engineer’s Assistant”** means a person appointed by the Member Secretary or the Member Secretary’s Representative to assist the Engineer’s Representative in carrying out his duty under **Sub - Clause 1.4**.
- 1.6 “Constructional Plant”** means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the **“works”** or **“temporary works”** (as hereinafter defined) but do not

include materials or other things intended to form or forming part of the Permanent work.

- 1.7 “Tender”** means the contractor’s priced offer to the Employer for the execution and completion of the works and the remedying of any defects therein in all accordance with the provisions of the contract, as accepted by the Letter of Acceptance – Work order.
- 1.8 “Letter of Acceptance”, “Work Order”** means the formal acceptance by the Employer.
- 1.9 “Contract”** means the documents forming the tender and acceptance thereof and the formal agreement executed between the Port Trust and contractor together with the documents referred to therein including the General conditions, Special conditions of contract, specifications, designs, Drawings, Priced Bill of quantities and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- 1.10 “Contractor”** means the persons or firm or company whose tender has been accepted by the Board and the legal personnel, representatives or the successors of such firm or company and the permitted assigns of such persons or firm company.
- 1.11 “Sub-Contractor”** means any person named in the contract as a sub-contractor for a part of the works or any person to whom a part of the works has been sub-contracted with the consent of the Engineer and the legal successors in title to such person, but not any assignee of any such person.
- 1.12 “Contract price”** means the sum named in the tender subject to such additions, thereto or deductions there from as may be made under the provisions hereinafter contained.
- 1.13 “Specification”** means the specification of the works included in the contract and any modification thereof or addition thereto made or submitted by the contractor and approved by the Engineer.
- 1.14 “Drawings”** means the drawings referred to in the contract agreement and any modifications of such drawings approved in writing by the

Member Secretary and such other drawings as may from time to time be furnished or approved in writing by the Member Secretary.

- 1.15 “Bill of Quantities”** means the priced and completed Bill of Quantities forming part of the tender.
- 1.16 “Site”** means the lands and other places on / under / in / or through which the **“works”** are to be executed or carried out and any other lands or places provided by the Board for the purposes of the contract.
- 1.17 “Works”** or **“Work”** means the work by virtue of the contract to be executed in accordance with the contract under the relevant schedule whether temporary or permanent and whether original, altered, substituted or additional.
- 1.18 “Temporary works,”** means temporary works of every kind required in the execution, completion or maintenance of the works and which do not form an item of the work or works.
- 1.19 “Trust’s Stores”** means the storage yards for materials of the FHMC anywhere in the Fishing Harbour premises.
- 1.20 “Schedule(s)”** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers issued by Employer.
- 1.21 “Approved”** means approved in writing including subsequent written confirmation of previous verbal approval and **“Approval”** means approval in writing including as aforesaid.
- 1.22 “Market Price”** means the rate as decided by the Engineer on the basis of the cost of materials and labour to the contractor at the site where the works are to be executed plus the percentage mentioned in Schedule to cover all overheads and profit.
- 1.23 “Nominated sub Contractor”** means all specialists, merchants, tradesmen and others executing any special work or supplying any materials for which provisional or prime cost sums are included in the contract, who may have been or be nominated or selected or approved by the Employer / Engineer and shall be deemed to be employed by the contractor.
- 1.24 “Prime costs”** and **“Prime cost sum”** means the amount actually paid by the contractor for any article, commodity or special work and shall

include all proper charges for packing, carriage and delivery to site, after deduction of all trade documents, rebates and allowances and the discount obtainable for cash insofar as such discount for cash exceeds 2½%.

- 1.25 “Provisional sum” or “Provisional Lump sum”** means a lump sum included by the Employer in the tender documents and shall represent the estimated value of work for which details are not available at the time of issue of tender.
- 1.26 “A day”** means a day 24 hours from midnight to the next midnight irrespective of the number of hours worked in that day.
- 1.27 “A week”** means seven days without regard to the number of hours worked in any day in that week.
- 1.28 “A month”** means a month according to Gregorian calendar.
- 1.29 “Commencement Date”** means the deemed date of commencement of the work pursuant to **Clause – 25 of Section II**.
- 1.30 “Time for Completion”** means the time for completing the execution and complying with and fulfilling the requirements on completion of the works or any section or part thereof as stated in the contract (or as extended under **Clause – 25 of Section II** calculated from the commencement date.
- 1.31 “Requirements on completion”** means the requirements specified in the contract or otherwise agreed by the Engineer and the contractor which are to be done and complied by the contractor before the works or any section or part thereof are taken over by the Engineer.
- 1.32 “Taking-over Certificate”** means a certificate issued pursuant to **Clause – 26 of Section II**.
- 1.33 “Retention Money”** means the aggregate of all monies retained by the Employer pursuant to **Clause – 37 of Section II**.
- 1.34 “Provisional Items”** shall mean items for which approximate quantities have been included in the tender documents.
- 1.35 “Urgent works”** shall means any urgent measures which in the opinion of the Engineer-in-charge become necessary during the progress of the

works to obviate any risk of accident or failure or which become necessary for security.

2.1 Singular & Plural:

Words importing the singular only also include the plural and vice versa where the context so requires.

2.2 Interpretation:

Words importing persons or parties shall include firms and corporations and any organization having legal capacity.

2.3 Marginal headings or Notes:

The marginal headings or notes in these General conditions shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof of the contract.

3.1 Engineer's Authority to Delegate:

The Engineer may from time to time delegate to the Engineer's representative any of the duties and authorities vested in the Engineer and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the contractor.

3.2 Duties & powers of Engineer's representative:

The duties of the Engineer's Representative are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to relieve the contractor of any of his duties or obligations under the contract not except as expressly provided hereunder or elsewhere in the contract to order any work involving delay or any extra payment by the employer or to make any variation of or in the works. The Engineer may from time to time in writing delegate to the Engineer's representative any of the powers and authorities vested in the Engineer and shall furnish to the contractor, a copy of all such written delegations of powers and authorities. Any written instruction or approvals given by the Engineer's representative to the contractor within the terms of such delegation (but not otherwise) shall bind the contractor and the employer as though it had been gives by the Engineer, provided as follows.

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

3.3 Appointment of Assistants

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

3.4 Instructions in Writing

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

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

3.5 Engineer to Act Impartially

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

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

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

4 Assignment and subletting:

4.1 Assignment:

The contractor shall not assign the contract or any part thereof or any benefits or interest there in or there under without the prior written consent of the Employer.

4.2 Subletting:

The Contractor shall not sublet the whole of the works, except where otherwise provided by the contract. The contractor shall not sublet any part of the works without the prior written consent of the Engineer (which shall not be unreasonably withheld) and such consent, if given shall not relieve the contractor of any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the contractor, his agents, servants or workmen, Provided always that the provision of labour on piece work basis shall not be deemed to be sub-letting or assignment of benefit or interest under this clause.

5. Extent of contract:

The contract comprises the manufacture, supply, construction, completion and maintenance of the works and excepting so far as the

contract otherwise the provisions of all labour, materials, constructional plant, temporary or permanent nature required in and for such construction, completion and maintenance so far as the necessity for providing the same is specified in or reasonably to be inferred from the contract.

The entire site over which the works are to be executed will be given possession immediately after the work order. In such cases where it is possible to give possession in piece meal or in parts in a phased manner, the period of completion of work shall vary depending upon the date of handing over the site to the contractor.

6 Contract documents:

6.1 Language(s) and Law

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

The Law of India shall apply to the contract and the contract shall be construed according to the said Law. Any litigation arising out of this agreement shall only be adjudicated before the competent court of law within the jurisdiction of the Hon'ble High court of Madras

6.2 Priority of Contract Documents

The several documents forming the contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer who shall thereupon issue to the contractor instructions thereon and in such event, unless otherwise provided in the contract, the priority of the documents forming the contract shall as follows:

- a) The Contract Agreement (if completed);
- b) The Letter of Acceptance – Work Order;
- c) The tender form with Appendices
- d) General Conditions
- e) General information and Particular specifications
- f) The Drawings
- g) The Priced Bill of Quantities

6.3 Documents mutually Explanatory:

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

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

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

6.4 Custody of Drawings:

Not applicable for the subject contract.

6.5 One copy of Drawings to be kept on Site

Not applicable for the subject contract.

6.6 Disruption of Progress

The contractor shall give notice to the Engineer whenever planning or execution of the works is likely to be delayed or disrupted unless any further drawing or instruction is issued by the Engineer within a reasonable time. The notice shall include details of the drawing or instruction required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

6.7 Delays and Cost of Delay of Drawings

If, by reason of any failure or inability of the Engineer to issue, within a time reasonable in all the circumstances, any drawing or instruction for which notice has been given by the contractor in accordance with **Sub-Clause 6.6**, the contractor suffers delay then the Engineer shall, after due consultation with the contractor, determine any extension of time to which the contractor is entitled under **Clause 30**, and shall notify the contractor accordingly.

6.8 Failure by contractor to submit Drawings

Not applicable for the subject contract.

6.9 Supplementary Drawings and Instructions

Not applicable for the subject contract.

6.10 Works Designed by Contractor

Where the contract expressly provides that part of the Works shall be designed by the contractor, he shall submit to the Engineer, for approval:

- a) such drawings, specifications, calculations and other information as shall be necessary to satisfy the Engineer as to the suitability and adequacy of that design, and
- b) operation and maintenance manuals together with drawings of the works as completed, in sufficient detail to enable the Engineer to operate, maintain and adjust the works incorporating that design.

6.11 Responsibility Unaffected by Approval

Approval by the Engineer, in accordance with **Sub-Clause 6.10**, shall not relieve the contractor of any of his responsibilities under the contract.

7.1 Work to be to the satisfaction of the Engineer:

The contractor shall with the due care and diligent, designs (to the extend provided for by the contract), execute, complete and maintain the works in strict accordance with the contract to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instructions and directions on any matter (whether mentioned in the contract or not) touching or concerning the works. The contractor shall take instructions

and directions only from the Engineer and from the Engineer's representative (subject to the limitations referred to in **clause 3** hereof).

7.2 Work to be in accordance with Contract

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

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

8. Contractor's Superintendence:

The contractor shall give or provide all necessary superintendence to the complete satisfaction of the Engineer during the execution of the works, and as long thereafter as the Engineer may consider necessary. The contractor or a competent and authorized agent or representative approved in Writing by the 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 authorized agent or representative shall receive on behalf of the contractor, directions and instructions from the Engineer or the Engineer's representative (Subject to the limitations of **Clause 3** hereof).

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

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

9.1 Contractor's Labour:

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

employ in connection with the works any person who has not completed eighteen-years of age. The contractor shall obtain a valid license under the Central Labour (R&A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the work.

The Contractor / Firm shall submit antecedent verification certificate for contract labourers & workers employed for the work and produce the same for verification of the engineer's representative.

9.2 Housing for Labour

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

9.3 Entry of Labour in Fishing Harbour premises:

9.3.1 Only vehicles licensed by the FHMC will be allowed inside the Fishing Harbour premises.

9.3.2 Admission into the Fishing Harbour is regulated by issue of passes (valid for one week) for the contractor and his staff. These passes shall be accompanied by identity cards valid for the entire period of contract. In addition to the above, passes valid for only one day will be issued for emergency use without their being accompanied by the identity card. All the above entry passes and identity cards will be issued free of cost to the contractor. The contractor is solely responsible for all the details incorporated in the passes and the identity cards and the FHMC is indemnified against their misuse.

9.4 Customs and security arrangements:

Not applicable for the subject contract.

9.5 Fair Wages:

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

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

9.6 Festival and Religious Customs:

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

9.7 Wage Records:

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

9.8 Returns of Labour:

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

9.9 Removal of workmen:

The contractor shall employ in and about the execution of the work only such persons as are careful, skilled and experienced in their several trades and calling to the approval of the Engineer. The Engineer shall be at liberty to object to and to require the contractor to remove from the above works any person employed by the contractor in or about the execution of the works who in the opinion of the Engineer misconducts himself or is incompetent or is negligent in the proper performance of his duties and such persons shall not be again employed in the works without permission of the Engineer.

9.10 Contractor's temporary structures:

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

9.11 Employment of the Government Retired persons:

No Engineer of gazetted rank or other class I & II officers employed in Engineering or administrative duties in an Engineering department of the Government of India / Port is allowed to work as a contractor for a period of 2 years of his retirement from Government / Port service without the previous permission of Government of India or by the Port as the case

may be. The contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who had not obtained the permission of Government of India / Port as the case may be as aforesaid before submission of the tender or engagement in the contractor's service as the case may be.

9.12 Regarding employment of the foreigner:

9.12.1 If any foreigner is employed by the contractor to work within the Port premises, the contractor shall ensure that such a foreigner possess the necessary special permit issued by the Civil Authorities in writing and also comply with the instructions issued there for from time to time. In the event of any lapse in this regard on the part of such foreigner, the contractor shall be personally held responsible for the lapse and the Board shall not be liable in any event.

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

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

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

The contractor shall employ labour in sufficient numbers either directly or through sub contractors to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. The contractor shall not employ in connection with the works any person who has not completed fifteen-years of age. The contractor shall obtain a valid license under the Central Labour (R&A) Act, 1970 and the Contract Labour (Regulation and

Abolition) Central Rules, 1971 before the commencement of the work and continue to have a valid license until the completion of the work.

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

9. **Setting out the works:**

Not applicable for the subject contract.

10. **Watching and lighting:**

Not applicable for the subject contract.

11.1 **Dismantled Materials:**

Not applicable for the subject contract.

12.2 **Contractor to keep site clean:**

The Contractor shall maintain the Toilet Block in neat and clean.

13.1 **Extraordinary Traffic:**

Not applicable for the subject contract.

13.2 **Interference with Traffic and adjoining properties:**

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

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

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

14.1 **Opportunities for other Contractor**

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

- a) any other Contractors employed by the Engineer and their workmen.

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

14.2 Facilities for other Contractors

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

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

15. Supply of plant, materials and labour:

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

15.2 Avoidance of Damage to Roads

Not applicable for the subject tender

15.3 Transport of Contractor's Equipment or Temporary Works

Not applicable for the subject tender

15.4 Transport of Materials or Plant

Not applicable for the subject tender

16. Clearance of site on completion:

Not applicable for the subject tender

17. Bribes, Commission and Corrupt Gifts:

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

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

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

18. Use of explosives:

Except as may be provided in the specification or approved by the Engineer, the contractor shall not use explosives. The contractor shall only permit handling and use of explosives to be carried by men fully qualified and experienced in the storage, handling and issues of the types of explosives to be used. He shall comply with the provisions of Indian Explosives Act.

19. Levels:

Not applicable for the subject contract.

20. Inflammable stores:

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

21. Nuisance, disorderly conduct etc.:

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

22. Accidents - Reporting of:

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

23. Materials brought to site:

Materials required for the works, whether brought by the Contractor or supplied by the Employer shall be stored by the contractor only at a place approved by the Engineer. The storage and safe custody of materials shall be the responsibility of the contractor. All materials brought to the site shall become and remain the property of the Employer and shall not be removed off the site without the prior written approval of the Engineer. But whenever the works are finally completed and advance, if any, in respect of any such materials is fully recovered, the contractor shall at his own expense forthwith remove from the site all surplus materials originally supplied by him and upon such removal, the same shall revert to and become the property of the contractor.

24.1 Cost of the Tests:

Not applicable for the subject contract.

24.2 Cost of Tests not provided for:

Not applicable for the subject contract.

25. Access to site:

The Engineer and any person authorised by him shall at all times have access to the works and to the site and to all workshops and places where work is being prepared or when materials, manufactured articles, or machinery are being obtained for the works and the Contractor shall

afford every facility for every assistance in or in obtaining the right to such access.

26. Inspection Register:

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

27.1 Removal of improper works & material:

Not applicable for the subject tender.

27.2 Default of the contractor in compliance:

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

28. In the event of unsatisfactory progress:

The progress of the work at each stage shall be subject to the approval of the Engineer, whose decision as to the rate of progress at each stage shall be final and binding on the contractor. In case of delay in the progress of work, the Engineer shall issue to the contractor, a memo in writing pointing out the delay in the progress and calling upon the contractor to explain the causes for the delay within 3 days of the receipt of the memo. If the Engineer is not satisfied with the explanation offered, the Engineer

may take further action against the contractor including withholding payment of pending bills in whole or in part and also reserves to himself the right to cancel the contract for unsatisfactory progress in the work at any stage.

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

29. Suspension of work:

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

- i.** otherwise provided for in the contract
or
- ii.** necessary for the proper execution of the work or by reason or weather conditions affecting the safety or quality of the work or by some default on the part of the contractor
or
- iii.** necessary for the safety of the works or any part thereof

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

respect of such claim as shall in the opinion of the Engineer be fair and reasonable.

30. Extension of time:

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

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

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

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

31. Way leaves etc.,

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

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

The work will be carried out round the clock and throughout the month without any holidays.

33.1 Execution of works of Repair etc.:

Not applicable for the subject tender

33.2 Cost of execution of works, Repair etc.:

Not applicable for the subject tender

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

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

1. **Penalty** : A Penalty at the following rate will be levied and recovered from the contractors running bills for non posting of labour by the contractor for Casual labour - **Rs.687/-** per one no.
2. If the contractor failed to supply the required materials, the recovery will be made at **Rs.35.20 per shift** and the same will be recovered from the bill.

34. Compensation for delay:

If the contractor fails to complete the work in all respects within the time specified or within the extended time that may be allowed by the Engineer as per **clause 30**, the contractor shall pay or allow to the Board a sum of contract as liquidated damages and not by way of penalty, for every day/week or part thereof beyond the said period or extended period as the case may be during which the work shall remain unfinished. Such damages will be deducted from any Amount payable to or to be payable to the contractor including encashment of Bank Guarantee or any Securities/ Guarantees, if any available with the Port Trust. The maximum Amount of Liquidated Damages will be worked out based on the Total Contract value inclusive of all Taxes and Duties thereon.

In case of part / portions of the contract work/ Supply order completed and taken possession by the Trust and the Trust operates/ can be made

for operation of the part portion/ supply order, the calculation of Liquidated damages will be restricted to the uncompleted/ undelivered value of the work/ supply order subject to the amount of the maximum percentage prescribed for the Liquidated Damages/ Late Delivery charges of the total value of the contract/supply.

The Liquidated Damages/ Late Delivery charges will be worked out as follows;

i). The Liquidated Damages/ Late Delivery charges whose period of contract / delivery is less than four weeks, Liquidated Damages/ Late Delivery charges will be 1% per day on the contract value subject to maximum of 10% of the contract value.

ii). The Liquidated Damages/ Late Delivery charges whose period of contract / delivery is above four weeks, Liquidated Damages/ Late Delivery charges will be ½% (half percent) per week (a week is defined as 7 days inclusive of holidays) or part thereof of the total value of the contract subject to a maximum of 5% of the total value of contract.

The payment of such damages does not relieve the contractor of his obligations to complete the works or from any other of his obligations or liabilities under this contract.

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

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

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

36. Employment of Supervisory Staff:

- i. One qualified Supervisory Staff will be posted or the contractor himself is supervising the work.
- ii. In case they are not followed, the contractor shall be liable to pay to the a reasonable amount not exceeding the sum of Rs 10000/-
(Rupees Ten thousand only)

37. Change in constitution:

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

38. Termination of contract in the event of death, insanity etc.:

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

- 39.** i) If in the opinion of Engineer the contractor
- a. has abandoned the contract (or)
 - b. without reasonable excuse has failed to commence the works or proceed with the works with due diligence or has suspended the progress of work for 20 days after receiving from the Engineer written notice to proceed (or)

- c. has failed to remove materials from the site or to pull down and replace work for 28 days after receiving from the Engineer written notice that the said materials or work has been condemned and rejected by the Engineer under these conditions.
 - d. is not executing the works in accordance with the contract or persistently or flagrantly neglecting to carry out his obligations under the contract (or)
 - e. has to the detriment of good workmanship or in defiance of the Member Secretary's instructions to the contrary sublet any part of the contract. Then, the Board may after giving 14 days' notice in writing to the Contractor enter upon the site and the works and expel the contractor there from without thereby avoiding the contract of releasing the contractor from any of his obligations or liabilities under the contract or effecting the rights and powers conferred on the Board or the Engineer by the contract and may himself complete the works or may employ any other contractor to complete the works and the Board or other contractor may use for such completion so much of the constructional plant, temporary works or may employ any other contractor to complete the work and materials which have been deemed to be reserved exclusively for the construction and completion of the works under the provisions of the contract as he or they may think proper and the Board may at any time sell any of the said constructional plant, temporary works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to the Board from the contractor under the contract.
- ii) The Engineer shall as soon as may be practicable after any such entry and expulsion by the Board fix and determine exparte or by or after reference to the parties or after such investigations or enquiries as he may think fit to make or institute and shall certify the amount (if any) had at the time of such entry and expulsion been reasonable earned by or would reasonably accrue to the contractor in respect of work then actually done by him under the

contract and what was the value of any of the said unused or partially used materials any constructional plant and any temporary works.

- iii) If the Board shall enter and expel the contractor under this clause, they shall not be liable to pay to the contractor any money on account of the contract until the expiration of the period of maintenance and thereafter until the costs of completion and maintenance damages for delay, in completion (if any) and all other expenses incurred by the Board have been ascertained and amount there for certified by the Member Secretary. The contractor shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify would have been due to him upon the completion by him after deducting the said amount. But, if such amount shall exceed the sum, which would have been payable to the contractor on due completion by him then the contractor shall upon demand pay to the Board the amount of such excess and it shall be deemed a debt due by the contractor to the Board and shall be recoverable accordingly.

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

Not applicable for the subject tender.

41. Action where no specification of work is available:

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

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

Not applicable for the subject tender.

43. Method of Measurement:

43.1 Records & measurements:

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

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

43.2.2 The contractor shall, without extra charge, provide assistance with every appliance and other things necessary for measurement. Measurements shall be signed and dated by both parties each day on the site on completion of measurement. If the contractor objects to any of the measurements recorded on behalf of the Employer, a note to that effect shall be made in the measurement book against the item objected to and such note shall be signed and dated by both parties engaged in taking the measurements.

If as a result of such objection, it becomes necessary to remeasure the work wholly or in part, the expense of such measurement shall be borne by the party requiring the measurement to be retaken provided that net errors are found by this measurement to amount to less than 5% of the value as recorded by the first measurement. Where however the net errors amount to 5% or over of the said value the cost of re-measurement shall be borne by the other party. In any case, if the net value of errors found exceeds Rs 500/- the expense of re-measurement shall be borne by the other party.

43.3 Production of vouchers:

The contractor shall when required by the Engineer-in-charge produce all quotations, invoices, vouchers and accounts or receipts in connection with expenditure in respect of provisional or prime cost items. He shall produce vouchers etc. if required to prove to the Engineer-in-charge that materials supplied by him are in conformity with the specifications laid down in the contract.

44. Certificate and payments:

44.1 Monthly payments:

The contractor shall submit to the Engineer on or before the 10th of each month, a statement on the standard printed form to be had on application, showing the estimated contract value of the permanent work executed up to the end of the month (if such) value shall justify the issue of an interim certificate and the contractor will be paid monthly on the certificate of the Engineer, the amount due to him on account of the estimated contract value of the permanent work executed up to the end of the previous month together with such amount (if any) as the Engineer may consider proper on account of materials for permanent works delivered by the contractor, on the site subject to a retention of the percentage named in the tender until the amount retained shall reach the Limit of Retention money / Security Deposit named in the tender. All amount due to the Board by the contractor if outstanding on account of supply of any materials, electricity, water, services rendered in connection with the contract, repairs or rectifications to work etc., shall be adjusted from the bills or any amount due to the contractor by the Board by way of outstanding deposits etc.

44.2 75 % of the net amount of interim or running bill shall be paid by the employer within ten days from the date of submission of interim or running bill certificate and the balance within thirty days from the date of submission of interim certificate or running bill.

44.3 The date on which a Cheque of payment is handed over to the contractor by the Employer will be considered as the date of payment for all purposes. Delay in making such payments by the Employer due to exceptional circumstances shall not nullify or vitiate in any way or other, the conditions of the contract and the contractor shall have no claim on this account.

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

44.5 Final Statement

Not later than 60 days after satisfactory completion of work, the Contractor shall submit to the Engineer for consideration a draft final statement with supporting documents showing in detail, in the form approved by the Engineer.

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

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

44.6 Discharge

Upon submission of the Final Statement, the Contractor shall give to the Engineer, a written discharge confirming that the total of the Final Statement represents full and final settlement of all monies due to the Contractor arising out of or in respect of the Contract. Provided that such discharge shall become effective only after payment due under the Final Certificate issued pursuant to **Sub-Clause - 44.7**, has been made and the performance security referred to in **Sub-Clause - 32 of Section I**, if any has been returned to the Contractor.

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

- a) the amount which, in the opinion of the Engineer, is finally due under the Contract, and
- b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled under the Contract, other than **Clause - 34**, the balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer as the case may be.

45. Time limit for payment of final bill:

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

46. Set off clause:

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

47. Cessation of Employer's liability:

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

48. SAFETY CODE

The Contractor shall scrupulously adhere to and observe the following safety codes:

- i. Hoisting machines and tackles used in the Works including their attachments, anchorage and supports shall be in perfect condition as per stipulations of the relevant Rules. The ropes used in hoisting or lowering materials or as means or suspension shall be of durable quality and adequate strength and free from defects.

- ii. Workers employed shall be provided with protective footwear and rubber hand gloves and other gears. Those engaged in welding Work shall be provided with welder's protective eye shield and gloves.
- iii. No paint containing lead or lead products shall be used except in the form of paste or ready-made paint. Suitable facemasks should be supplied for use by the Workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped. Necessary and adequate facilities shall be provided by the Contractor to enable the Working painters to wash during the period of cessation of Work.

All Safety Rules shall be strictly followed while Working on live electrical systems or installations as stipulated in the relevant Rules.

49. LIFE SAVING APPLIANCES AND FIRST AID

The Contractor shall provide and maintain upon the Works, sufficient, proper and efficient life saving appliances and first aid equipment to the approval of the Engineer. The appliances and equipment shall be available for use at all times.

50. FISHING HARBOUR MANAGEMENT COMMITTEE RULES

50.1 The Contractor shall observe the conservancy rules relating to the FHMC and shall always take such necessary additional steps to keep the Fishing Harbour waters free of noxious or unhygienic matters coming from his Works as are required by the Engineer. Under no circumstances shall inflammable materials be allowed to spill into the Fishing Harbour waters.

50.2 The Contractor shall always observe and comply with the Working Rules and Regulations of the FHMC in force or as issued from time to time.

51. DETAILS TO BE CONFIDENTIAL, DRAWINGS AND PHOTOGRAPHS

51.1 The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purpose thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Engineer.

51.2 No photograph of the Works or any part thereof or plant employed thereon shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his Sub-Contractors unless otherwise specifically mentioned in the Contract without the approval of the Engineer.

52. NOTICE

52.1 Notice to Contractor

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

52.2 Notice to Employer and Engineer

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

THE MEMBER SECRETARY,
CHENNAI FISHING HARBOUR,
CHENNAI – 600 001.

52.3 Change of Address

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

FISHING HARBOUR MANAGEMENT COMMITTEE

Tender for Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour

SECTION – V

Schedule of Drawings

1. No.MS/ 2 /2017/E - Location plan

Supplementary drawings if any, which the Employer's Engineer may issue from, time to time or approve during the currency of contract will also form part of the contract.

FORM OF CONTRACT AGREEMENT

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

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

This CONTRACT AGREEMENT is made

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

BETWEEN

1. The Board Member of the FHMC, a body corporate under as constitution of Management committee during the year 1985 as Amended thereafter, under the Laws of India and having its principal place of business at No.1 Rajaji Salai, Chennai – 600 001. (hereinafter called “the Employer”) and

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

Whereas the Employer invited Tenders against Tender no. **T/FHMC1/ /2017/E** for execution of “**Tender for Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour**” and has accepted a Tender by the Contractor in accordance with the tender conditions, in the sum of _____ [Contract Price in words and figures, expressed in the Contract currency(ies) [hereinafter called “the Contract Price”]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract referred to.
2. The following documents shall constitute the contract between the Employer/Board of FHMC and the contractor, and each shall be read and construed as an integral part of the contract:
 - i. This contract Agreement
 - ii. General conditions of contract
 - iii. Technical requirement (including schedule of requirements and Technical specification, drawings)
 - iv. Notice Inviting Tender
 - v. The contractors bid and original price schedule

vi. The employer/Board's notifications of award

vii. Other relevant documents

AND WHEREAS

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

3. In consideration of the payment to be made to CONTRACTOR for WORK to be executed by him. CONTRACTOR hereby Covenants with CHENNAI FISHING HARBOUR that CONTRACTOR shall and will duly provide, execute and complete work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.
4. In consideration of the due provision, execution and completion of WORK by the CONTRACTOR in accordance with the terms of the CONTRACT, the CHENNAI FISHING HARBOUR does hereby agree with CONTRACTOR that CHENNAI FISHING HARBOUR will pay to contractor the respective amounts for the work actually done by him and approved by EMPLOYER as per payment Terms accepted in CONTRACT and payable to CONTRACTOR under provision of Contract at such time and at such manner as provided for in the CONTRACT.

AND

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [name of the contract governing law country] on the day, month and year indicated above.

For and on behalf of and by authority from the Chairman of the Board members of the FHMC, a body corporate as constitution of Management Committee during the year 1985.

Signed:

in the capacity of Member Secretary, CHENNAI FISHING HARBOUR,
Chennai

In the presence of

Witness:

- 1.
- 2.

For and on behalf of the Contractor

Signed:

Designation:

In the presence of

Witness:

- 1.
- 2.

FISHING HARBOUR MANAGEMENT COMMITTEE

Tender for Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour

CONTENTS OF QUALIFICATION QUESTIONNAIRE

Form I	:	Letter of application
Form II	:	Annual Turnover Data
Form III	:	Summary of current contract Commitments / works in progress
Form IV	:	Experience in similar nature in any maintenance / House keeping / Civil Engineering works in the last 7 years.
Form V	:	Personnel / Staff proposed for the work
Form VI	:	Proposed Site Organisation
Form VII	:	Additional Information
Form VIII	:	E- payment
Annexure-1	:	Form of Declaration
Annexure-2	:	Indemnity bond undertaking proforma for 'PF'.
Annexure-3	:	Indemnity bond undertaking proforma for 'ESI'.
Annexure - 4	:	Details of GST

(To be uploaded online)

Tender for Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour

FORM – I

FROM

TO

THE BOARD MEMBERS OF FHMC,
CHENNAI FISHING HARBOUR.
Rajaji Salai, Chennai 600 001

Sirs,

Being duly authorised to represent and act on behalf of hereinafter called “The tenderer” and having reviewed and fully understood all the qualifying information provided, the undersigned hereby applies to be qualified under Cover-I for the **“Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour”**

2. Attached to this letter are copies of documents defining
 - (i) The tenderer’s legal status
 - (ii) The place of incorporation or the place of Registration.

3. (i) This tender (Under Cover-I and Cover-II) is made in the full understanding that contents of Cover-I will be subject to verification of all information submitted therein along with the tender and authorise Chennai Fishing Harbour or its authorised representative to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application.

- (ii) We understand that the Employer reserves the right to:
 - (a) amend the scope of the tender and value of contract under this work.
 - (b) reject or accept any tender, cancel the tendering process and reject all tenders
 - (iii) We agree that the Employer will not be liable for any such action and will be under no obligation to inform the tenderer of the grounds for such action.
4. The undersigned declare that the statements made and the information provided in the duly completed Cover-I details are complete, true and correct in every detail.

Signature
(Authorised Signatory)

FISHING HARBOUR MANAGEMENT COMMITTEE

Tender for Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour

FORM - II

Annual turnover data form Audited Balance sheet and Profit and loss Account of the firm for the last three-year shall be enclosed.

The information supplied should be the annual turnover of the tenderer in terms of amount billed for each year of work in progress or completed.

Annual turnover data for the last 3 years (as on 31.03.2016) is to be provided in the following format.

Year	Annual Turnover
1. 2013 - 2014	
2. 2014 - 2015	
3. 2015 - 2016	

Note: Copy of audited balance sheet, profit and loss account statement for each year shall be enclosed as documentary proof for meeting the eligibility under annual turnover.

Signature
(Authorised Signatory)

(To be uploaded online)

Tender for Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour

FORM – III

Summary of Current Contract commitments / Works in Progress.

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

NOTE :

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

Signature
(Authorised Signatory)

(To be uploaded online)

Tender for Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour

FORM -IV

Experience in any maintenance / House keeping / Civil Engineering works in the last 7 years **(executed during the last 7 years costing more than Rs.2.26 lakhs)**

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

Note: Each item / contract listed under the above columns shall be supported by documentary evidence / Performance certificate issued by the competent authority to be notarized or self attested copy to be scanned and uploaded. In case of self attested document, the Tenderer has to produce the original documents for verification before awarding of work.

Signature
(Authorised Signatory)

(To be uploaded online)

Tender for Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour

FORM - V

Personnel / Staff proposed for the Project

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

Signature
(Authorised Signatory)

(To be uploaded online)

Tender for Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour

FORM – VI

Proposed Site Organisation

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

Signature
(Authorised Signatory)

(To be uploaded online)

Tender for Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour

FORM VII

Additional Information

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

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

(To be uploaded online)

FISHING HARBOUR MANAGEMENT COMMITTEE

Tender for Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour

FORM – VIII

FORMAT FOR FURNISHING BANK INFORMATION FOR e-PAYMENT

- 1 Name of the Bank, Branch and full address
- 2 Account Number.
- 3 MICR Number
- 4 Type of Account
- 5 IFSC Number
- 6 GST Regn. Number
- 7 Copy of PAN Card
- 8 Tin Number
- 9 ESI Regn.No
- 10 EPF Regn.No

Place:

Date:

Signature
(Authorised Signatory)

Annexure-1

SPECIMEN FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To

The Member Secretary
CHENNAI FISHING HARBOUR
No. Rajaji Salai
Chennai -1

Tender For **“Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour”**

Ref: **Tender No. T / FHMC1 / / 2017 / E**

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

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

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

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

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

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

Date:

Place:

Name of the applicant:

Represented by (Name & capacity):

Annexure-2

(on Rs.100/- Stamp paper to be typed in double spacing)

INDEMNITY BOND UNDERTAKING PROFORMA FOR 'PF'

(To be executed if applicable on obtaining work order)

From:

M/s.

(Contractor)

To

Chennai Fishing Harbour Management Committee

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

2. Agreement No. _____ dt: _____

This INDEMNITY BOND/UNDERTAKING executed at Chennai, thisdayof.....20... by Messers _____ herein after called 'The contractors' (which expression shall mean and include, if the context so admits, the partners or partner for the time being of the firm and their or his respective heirs, executors and administrations its successors and assigns in law) in favour of "The Board of Trustees of CHENNAI FISHING HARBOUR", a body constituted under constitution of Management committee during the year 1985 and having its principal place of business at No.1 Rajaji Salai, Chennai – 600001. hereinafter called "Employer" (which expression shall include its successors and assigns in law)

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

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

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

Contract labour (Regulation and Abolition) Act 1970,

Workmen's Compensation Act 1923,

Employees State Insurance Act

As also th Provident Fund Act

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

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

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

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

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

4. The contractors states that they are fully aware of the provisions of the **Provident Fund Act**, and the rules made thereunder. The contractors hereby confirm that the said act and the rules made thereunder applicable/ not

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

* Strike out whichever is not applicable

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

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

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

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

9. That all questions, issues dispute and differences between the contractor and the Employer arising under this indemnity bond/undertaking shall be referred

to arbitration in the same manner as indicated in the contract dt_____ executed between the Contractors and the Employer.

Date:

Yours faithfully
Contractors Name and Signature
Company seal

In the presence of

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

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

(on Rs.100/- Stamp paper to be typed in double spacing)

INDEMNITY BOND UNDERTAKING PROFORMA FOR 'ESI'

(To be executed if applicable on obtaining work order)

From:

M/s.

(Contractor)

To

CHENNAI FISHING HARBOUR MANAGEMENT COMMITTEE

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

2. Agreement No. _____ dt: _____

This INDEMNITY BOND/UNDERTAKING executed at Chennai, thisdayof.....20... by Messers _____ herein after called 'The contractors' (which expression shall mean and include, if the context so admits, the partners or partner for the time being of the firm and their or his respective heirs, executors and administrations its successors and assigns in law) in favour of "The Board members of CHENNAI FISHING HARBOUR", a body constituted under constitution of Management committee during the year 1985 and having its principal place of business at No.1 Rajaji Salai, Chennai – 600001. hereinafter called "Employer" (which expression shall include its successors and assigns in law)

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

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

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

Contract labour (Regulation and Abolition) Act 1970,

Workmen's Compensation Act 1923,

Provident Fund Act

As also Employees State Insurance Act

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

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

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

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

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

4. The contractors states that they are fully aware of the provisions of the **ESI Act**, and the rules made thereunder. The contractors hereby confirm that the said act and the rules made thereunder applicable / not applicable to them since they have employed labourers exceeding _____ at any time and that the labourers so far employed were also on continuous basis or the contractors

further confirm in this regard that no worker employed by them is in service for circumstances none of the workers employed by them is eligible for **ESI benefits** under the said act. The contractors therefore state that they are exempted from the purview of the said act and the rules made thereunder and they are therefore not required to obtain in separate code.no from the **ESI Corporation**

* Strike out which ever is not applicable.

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

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

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

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

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

Date:

Yours faithfully
Contractors Name and Signature
Company seal

In the presence of

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

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

**FISHING HARBOUR MANAGEMENT COMMITTEE
ANNEXURE-IV**

As required under the GST Act, Chennai Fishing Harbour has obtained GSTIN Provisional ID No. **33AAALC04441Z7**, All the venders of Fishing Harbour including contractors, suppliers, consultants and other service providers shall furnish the GSTIN ID of FHMC in the invoices/ bills raised on FHMC with effect from 01.07.17. The tenderer shall furnish the following details along with a photocopy of the registered GSTIN No. while submitting the quotation document.

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

Seal and Signature



Tender No. T/FHMC1/ /2017/ E

Tender for Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour

THROUGH E-PROCUREMENT MODE

Volume – II
(Price Bid)

Due Date of online submission : 15.00 Hrs. on 17.08.2017
Due Date & Time of bid opening : Intimated Later

FISHING HARBOUR MANAGEMENT COMMITTEE

Tender for Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour

PREAMBLE TO BILL OF QUANTITIES

1. General

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

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

The prices quoted by the tenderer shall cover the entire incidental works involved in completing the items of work without entitlement for any extra payment. The price quoted by the tenderer shall be firm till the completion of the contract. No increase in price over and above the original rates quoted by him in the tender will be considered. The contractor shall not be entitled to any payment for works carried out by him for his constructional convenience. The contractor shall take precautions to see the electrical cables / water line / drainage line / fire fighting line are not damaged during execution of work.

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

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

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

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

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

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

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

The following abbreviations have been used:

LS	-	Lump Sum
M /m	-	metre
M2/ m2	-	Square metre
M3/ m3	-	Cubic metre
T/t /Te/ te/MT	-	tonne
wk	-	week
No./Nos	-	Number/ Numbers
Rs.	-	Indian Rupee
KG	-	Kilogram
RM/Rm	-	Running metre
Lit	-	Litre

- (i) The rates are inclusive of all labour, materials & tools etc., for carrying out the work and also all taxes, levies, ESI, EPF excluding Goods and service tax.
- (ii) The applicable GST on the taxable value of goods or services or both covered in this tender/contract will be paid by port as re-imburement on production of documentary evidences/reflection of the same under the GSTIN in the GST web portal. Applicable statutory recoveries including TDS under Income Tax .TDS under GST acts will be deducted / recovered while accounting for or making payments to the vendor as per the applicable laws.

FISHING HARBOUR MANAGEMENT COMMITTEE

Tender for Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour

VOLUME II PRICE BID

Tender Inviting Authority: MEMBER SECRETARY, CHENNAI FISHING HARBOUR

Name of Work: Tender for Annual maintenance and Operation of Toilet Block including watch and ward (Round the Clock basis) near Culvert No. III in Chennai Fishing Harbour

Tender No: T/FHMC1 / / 2017 / E

Bidder Name :

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PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender.

Bidders are allowed to enter the Bidder Name and Values only)

Sl. No.	Description of Work	Quantity	Units	RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT	AMOUNT In Words
1.00	1. Annual maintenance and operation of toilet block near culvert No. III of Chennai fishing harbour, including watch and ward in round the clock in three shifts by cleaning all sanitary fittings like water closets, urinal, bathroom area and wash basin and cleaning the floor, windows, ventilator including removing the cob-web, keeping the area neat and hygienic condition all as directed including all labour, cleaning materials and tools, etc., complete.	12 months	1Month (One Month)		0.00	INR Zero Only

	<p>Total Number of labour to be posted daily (casual labour – 3 nos. 1 No. for First shift, 1 No. for second shift and one No. men casual labour must be posted at Third shift)</p> <p>a). Cleaning the toilets 3 times including sanitary fittingswater closets (10 Nos) etc., by using liquid detergent/ floor cleaner per shift</p> <p>b) Cleaning the doors, windows,ventilators, etc., with soap water / liquid detergent and wiping with dry cloth or chamois leather etc., 1 time daily</p> <p>c) Removing the cob web 1 time daily</p> <p>d) Shift timing first shift 6 am to 2 pm, second shift 2 pm to 10 pm & Third shift 10 pm to 6 am.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. The work shall be carried out round the clock and throughout the month without any holiday. 2. The tenderer shall be carried out the work on any other Toilet block within the Fishing Harbour as per the instruction of the FHMC officer. 					
2.00	<p>2. Removing the soil with toilet water from the septic tank through the sewage tanker lorry when ever overflow/required. 9000 to 10000 liters capacity tank lorry</p> <p>Note: 1. The contractor should be intimated to the FHMC officer/JE at the time of cleaning of septic tank.</p>	6 loads	1load (per load)		0.00	INR Zero Only

	2. This item is to be operated when ever required.					
Total in Figures						
Quoted Rate in Words						