

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

Tender No. T / WMA3/34 / 2017 / E

TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”.

THROUGH e-PROCUREMENT MODE

Volume – I
(Technical Bid)

Due Date of online submission : 1500 Hrs. on 16.08.2017
Due Date & Time of bid opening : 1530 Hrs. on 17.08.2016

CHENNAI PORT TRUST
**TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE
OF MARSHALLING YARD ROAD (PHASE-I)”.**

Tender No. T/WMA3/34/2017/ E
THROUGH e-PROCUREMENT MODE

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CHENNAI PORT TRUST
ONLINE BID REFERENCE

TENDER NO. T/WMA3/34/2017/E

**TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE
OF MARSHALLING YARD ROAD (PHASE-I)”.**

THROUGH e-PROCUREMENT MODE

PERIOD OF DOWNLOADING
BIDDING DOCUMENT : FROM 27/07/17 TO 16/08/17

START DATE & TIME FOR
ONLINE SUBMISSION OF BID : 10/08/17 TIME 1200 HOURS

LAST DATE & TIME FOR
ONLINE SUBMISSION OF BID : 16/08/17 TIME 1500 HOURS

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

TIME & DATE OF
OPENING OF PRICE BID : INTIMATED LATER

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

CHIEF ENGINEER
CHENNAI PORT TRUST

Notice Inviting Tender through e-procurement mode



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

Online tenders are invited through **e-procurement mode** under Two cover system from the GST registered tenderers only who are all satisfy the eligibility criteria for the work of “ **TENDER FOR "PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE I)** as per details furnished hereunder.

Estimated Cost: Rs. 138.73 lakhs (approx.) | **EMD: Rs.2,77,500/-**

Completion period: 150 days

Minimum Qualification Criteria:

- (i) Average annual turnover during the last 3 years ending 31st March 2016, should be atleast 30% of the estimated cost (i.e., Rs.41.62 lakhs); and
- (ii) Experience of having successfully completed similar works during the last 7 years ending 30th June 2017 should be either of the following.*
 - a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost (ie., Rs 55.49 lakhs each); (or)
 - b) Two similar completed works each costing not less than the amount equal to 50% of the estimated cost (ie., Rs. 69.37 lakhs each); (or)
 - c) One similar completed work costing not less than the amount equal to 80% of the estimated cost (ie., Rs.110.99 lakhs)

Note:- (i) “**Similar work**” means “ **Any Civil Engineering Work** ”

(ii)* Please refer to Cl. 4.2. of ITB(Section I) of the bid documents.

Documentary proof such as copy of work order / agreement and completion certificate for the technical experience and audited balance sheet, Profit & Loss account statements for annual turn over certified by Chartered Accountant for meeting the eligibility criteria shall be uploaded under tender document - technical bid link through e-procurement mode. *The successful tenderer's original documents shall be produced for verification.* If the bidder has executed the work for private firms or as a sub-contract the TDS certificate for the particular year along with the above mentioned documents shall also be uploaded. The price bids of those firms who do not meet the eligibility criteria will not be opened. All the documents as per Form-I to Form-VI of section-2 and Annexure 1, 2 & 9 of section-7 shall be uploaded through e-procurement portal after scanning in pdf format in the Tender Document – Technical Bid.

GST registered tenderers are only eligible to participating the tender. The complete tender document can be downloaded from Chennai Port Trust website: www.chennaiport.gov.in under e-procurement portal. EMD in the form of Account payee Demand Draft/Fixed Deposit Receipt / Banker's Cheque / Bank guarantee from the Commercial Bank pursuant to clause 16 of ITB of Technical Bid of the tender document, towards Bid Security (EMD) drawn in favour of “The Chairman, Chennai Port Trust” Payable at Chennai shall be uploaded with the tender document - Technical bid while submitting the tender electronically in the e-procurement Portal.

The original financial single instrument towards EMD shall be submitted to “Office of the Chief Engineer, Chennai Port Trust” before opening of Technical Bid i.e. upto 1500 hrs on 17.08.2017. Non submission of EMD within the above period will disqualify the tender.

Downloading period of bid document : 27.07.17 to 16.08.17

Start date& time for online submission : 10.08.17 at 1200 hrs

Last date & time for online submission : 16.08.17 at 1500 hrs

Date & Time of opening of bid : 17.08.17 at 1530hrs

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

T/WMA3/ 34 /2017/ E

CHIEF ENGINEER

CHENNAI PORT TRUST
NOTICE INVITING ONLINE TENDERS
Tender No.WMA3/ 34 /2017/E

TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”.

- 1.1 Online tenders through **e-procurement mode** are invited by Chennai Port Trust from reputed Contractors for executing the work of **TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”** under two cover system. The estimated cost put to tender is **Rs. 1,38,73,318/-**.
- 1.2 The tender document is made available through **e-procurement mode** and open for downloading from **27.07.17 to 16.08.17** at Ch.P.T official website www.chennaiport.gov.in and also under Gol's e-procurement portal link under <http://eprocure.gov.in>
- 1.3 Each 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 shall be submitted online as tender offer on or before the due date and time of submission. The scanned copy of payable in the form of Account payee Demand Draft/Fixed Deposit Receipt / Banker's Cheque / Bank guarantee from the Commercial Bank, safeguarding the bidder's interest in all respects pursuant to clause 16 of ITB of Technical Bid of the tender document, towards Bid Security (EMD) drawn in favour of “The Chairman, Chennai Port Trust” payable at Chennai shall be uploaded with the tender document - Technical bid while submitting the tender electronically in the e-procurement Portal. The original single financial instrument towards EMD shall be placed separately in a sealed envelope superscribed as “**EMD**” *duly mentioning the Tender no. & Name of work and Due date of opening of Bid and the originals documents such as Integrity pact and Power of attorney shall be placed separately in sealed envelope superscribed as “Original document” duly mentioning the Tender no. & Name of work and Due date of opening of Bid and all the envelopes shall be submitted at the office of the Chief Engineer, Chennai Port Trust, 3rd Floor, Administrative Building, No. 1, Rajaji salai, Chennai – 600001 upto 1500 Hrs. on 17.08.2017. Non submission of the original financial instruments towards EMD within the above period leads to disqualification of bids.*

- 1.5 The Bid security (EMD) of **Rs.2,77,500/- (Rupees Two lakh Seventy Seven thousand Five hundred 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 be payable in the form of Account payee Demand Draft/Fixed Deposit Receipt / Banker's Cheque / Bank guarantee from of the Commercial Bank, safeguarding the purchaser's/bidder's interest in all respects in favour **'The Chairman, Chennai Port Trust'** enforceable and encashable at **Chennai**.
- 1.5.2 The Tenderer who is exempted for payment of EMD from MSME, NSIC, etc., shall submit a copy of Exemption Certificate duly notarized and upload a scanned copy in the 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 Port Trust in corresponding address before opening of Technical Bid as per the date and time given in this tender. Mere uploading of EMD document in the portal and non-submission of the original EMD at the address given below before the Technical Bid opening date & time will lead to technical bid opening disqualification of the bid by the bidder:-

Chief Engineer,
No.1,Rajaji salai,
3rd Floor, Administrative Building
Chennai Port Trust,
Chennai – 600 001.

The original EMD in (Account payee Demand Draft/Fixed Deposit Receipt / Banker's Cheque / Bank gurantee from of the Commercial Bank, should be sealed in an envelope) and shall be dropped in the Tender Box kept at the above address.

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

- 1.6 The offer (both Techno-Commercial & Price) must be valid for a minimum of **120 days** from the last date of online submission of offer; otherwise the offer shall be rejected as non-responsive.
- 1.7 Biding 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 turnover during the last three years ending 31st March 2016, should be atleast 30% of the estimated cost (i.e., **Rs. 41.62 lakhs**)
- (ii) Experience of having successfully completed similar works during the last 7 years ending 30th June 2017:
- a) Three similar completed works each costing not less than the amount equal to **40%** of the estimated cost. (ie., **Rs.55.49 lakhs** each) (or)
- b) Two similar completed works each costing not less than the amount equal to **50%** of the estimated cost. (ie., **Rs.69.37 lakhs** each) (or)
- c) One similar completed work costing not less than the amount equal to **80%** of the estimated cost.(ie., **Rs.110.99 lakhs**)

“Similar work” means “Any Civil Engineering works ”

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

The base year shall be taken as 2017-18.

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

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

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

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

Documentary proof such as copy of work order / agreement and completion certificate for the technical experience and audited balance sheet, Profit & Loss account statements for annual turn over certified by Chartered Accountant for meeting eligibility criteria shall be submitted under tender document – Technical bid link through e-procurement mode. *The successful tenderer's original documents shall be produced for verification.* If the bidder has executed the work for private firms or as a sub-contract the TDS certificate for the particular year along with the above mentioned documents shall be submitted. The price bids of those firms who do not meet the eligibility criteria will not be opened.

All the documents as per the Form-I to Form-VI of section-2 and Annexure 1,2 & 9 of section-7 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 Chief Engineer, Chennai Port Trust, Chennai in connection with this tender well in advance, so that the queries can be clarified. The bidders queries will be clarified through e-procurement portal and if necessary the pre-bid meeting will be held at the Office of the Chief Engineer, No.1, Rajaji Salai, 3rd Floor, Administrative Building, Chennai Port Trust, Chennai - 600 001 and notification in this regard will be issued through www.chennaiport.gov.in / e-procurement portal link.
- 1.10 The due date of online submission of offers will be **16.08.2017 at 1500 hrs**, unless otherwise notified. In the event of changes in the schedules, the Chief Engineer, Chennai Port Trust notifies the same only through www.chennaiport.gov.in and e-procurement portal link.
- 1.11 If the offers are not received according to the instructions detailed here above, they shall be liable for rejection.

**CHIEF ENGINEER
CHENNAI PORT TRUST**

CHENNAI PORT TRUST

TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”.

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 of class III.
6. Only one DSC/e-token of 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 or during the pre-bid meeting. 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 read the terms & conditions and accepts the same to proceed further to submit the bid.
14. The Bidder has to select the payment option as offline to pay the EMD.
15. The details of the DD instrument / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.

15 (a).

EARNEST MONEY DEPOSIT	Rs.2,77,500/- (Rupees Two lakhs Seventy Seven thousand and Five hundred only)
MODE OF PAYMENT OF EMD	<p>In the form of Account payee Demand Draft/Fixed Deposit Receipt / Bankers Cheque / Bank gurantee from of the Commercial Bank safeguarding the purchaser's interest in all respects in favour of 'The Chairman, Chennai Port Trust' payable at Chennai.</p> <p>The scanned copy Account payee Demand Draft/Fixed Deposit Receipt / Banker's Cheque / Bank gurantee from of the Commercial Bank, safeguarding the purchaser's interest in all respects in favour of 'The Chairman, Chennai Port Trust' payable at Chennai pursuant to clause 16 of ITB of Technical Bid of the tender document, towards Bid Security (EMD) drawn in favour of "The Chairman, Chennai Port Trust" payable at Chennai shall be uploaded with the tender document - Technical bid while submitting</p>

	<p>the tender electronically in the e-procurement Portal. The original financial instruments towards the cost of EMD shall be submitted by should be sealed in an envelope and reached to Office of the Chief Engineer, Chennai Port Trust, 3rd Floor, Administrative Building, Chennai Port Trust, No.1, Rajaji Salai, Chennai – 600 001. Clearly mention the Tender No., Subject of the Tender and Name of the Party on the Envelope on or before due date and time. upto 1500 Hrs before opening the Technical bid. Non submission of the original financial instruments within the above period leads to disqualification of bids.</p>
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- 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) 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 documents to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2 MB, it can be reduced by scanning at low resolution and the same can be uploaded. However, if the file size is less than 1 MB the transaction uploading time will be very fast.
- 23 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening, etc., in the e-procurement system. The bidder should follow this time during bid submission.
- 24 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & 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 91-7878007972 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 scheduled 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 and Special Conditions of Contract.

II. COVER – I DETAILS: TECHNICAL BID

The following documents shall be submitted/uploaded online only.

- a. Scanned Copy of the financial instrument towards EMD.
- b. Scanned copy of work order/agreement and completion certificate for similar works.
- c. Scanned copy of balance sheet, Profit & Loss account Statement certified by Chartered Accountant during last 3 years.
- d. Scanned copy of documents as per Form I to VI of Section 2 and Annexure 1, 2 and 9 (GST registration form) of Section 7.
- e. Scanned copy of Form of Bid and Contractors Bid as per Section 2.
- f. Technical Bid Document - Cover I (Section 1 to 7) with all amendments and clarifications, if any.

The original financial instruments towards cost EMD along with original Power of Attorney and Integrity pact must reach Chennai Port Trust in corresponding address before opening of Technical Bid as per the date and time given in this tender.

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

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

For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The price bid submitted through e-procurement mode only will be taken up for the purpose of 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.
 - e. It contains information in formats specified in the Tender Document.
 - f. It mentions the validity period as set out in the document.
 - g. It provides the information in reasonable detail. The Port Trust reserves the right to determine whether the information has been provided in reasonable detail.
 - h. There are no significant inconsistencies between the proposal and the supporting documents.
 - i. The Technical qualification conforms to as specified in the qualification criteria of General Rules and directions for the guidance of the Tenderer.
 - j. A Tender that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (1) which affects in any substantial way, the scope, quality, or performance of the Tenderer or (2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicant presenting substantially responsive bids.
 - k. The Port Trust reserves the right to reject any tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port Trust in respect of such Tenders.
 - l. The Port Trust would have the right to review the Technical Qualification and seek clarifications wherever necessary.

- 2) Since the tender involves selection based on pre-qualification criteria and technical specification, the Chief Engineer will examine and seek clarification if any and list out the firms, which are found technically suitable and Cover-II Price Bid of such tenders only will be opened and EMD will be returned to the disqualified tenderers.
 - a. The date and time will be intimated to tenderers whose offers are found suitable and Cover – II of such tenderers will be opened on the specified date and time.
 - b. The cost of stamping Agreement must be borne by the successful Tenderer.
 - c. Tenderers should obtain temporary pass from the Port Asst. Traffic Manager (Central Pass Section) near Anchor Gate Hospital or from Maintenance Drawing Office, 3rd Floor, Administrative Building,

Chennai Port Trust, Rajaji Salai, Chennai – 600 001 to gain entry into the Trust's premises if necessary.

- d. The **Fax/E-Mail offers will be treated as defective, invalid and rejected.** Only detailed complete offers received through online prior to closing time and date of the tenders will be taken as valid.

**CHIEF ENGINEER
CHENNAI PORT TRUST.**

CHENNAI PORT TRUST

TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”.

Volume - I

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SECTION – 1
INSTRUCTION TO BIDDERS
(ITB)

CHENNAI PORT TRUST

TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”.

SECTION 1: INSTRUCTIONS TO BIDDERS

A. General

1. Scope of Bid

- 1.1 Chennai Port Trust hereinafter termed “the Employer” invites online bids for the **“PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”**. The bidders may submit bids for the works detailed in the NIT through **e-procurement mode**.
- 1.2 The successful bidder will be expected to complete the works by intended completion date specified in the Contract data.

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 All bidders shall provide in **Section 2**, Forms of Bid and Qualification Information, a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Chennai Port for the contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works and any of its affiliates shall not be eligible to bid.
- 3.3 Government-owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer subject to fulfillment of minimum qualifying criteria.
- 3.4 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 ending March 2015 in Form-II

(c) Experience in works of a similar nature and size for each of the last seven years ending **June 2017** in Form-III

(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;

(f) Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources)

(g) Proposals for subcontracting components of the Works amounting to more than 10 percent of the Bid Price (for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed); and

(h) The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

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

(i) Average annual turnover during the last three years ending 31st March 2016, should be atleast 30% of the estimated cost (i.e., Rs.41.62 laks)

(ii) Experience of having successfully completed similar works during the last 7 years ending 30th June 2017 should be either of the following:

a) Three similar completed works each costing not less than the amount equal to 40% of the estimated cost(i.e., Rs.55.49 lakhs each); (or)

- b) Two similar completed works each costing not less than than the amount equal to 50% of the estimated cost(ie.,Rs.69.37 lakhs each); (or)
- c) One similar completed work costing not less than the amount equal to 80% of the estimated cost(ie.,Rs.110.99 lakhs)

“Similar work” means “ Any Civil Engineering works ”

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

The base year shall be taken as 2017-18.

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

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

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

Documentary proof such as copy of work order / agreement and completion certificate for the technical experience and audited balance sheet, 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 successful tenderer’s original documents shall be produced for verification.* If the bidder has executed the work for private firms or as a sub-contract the TDS certificate for the particular year along with the above mentioned documents shall be submitted. The price bids of those firms who do not meet the eligibility criteria will not be opened. All the documents as per the Form-I to Form-VI of Section-2 and Annexure 1, 2 & 9 of section-7 shall be uploaded through e-procurement portal after scanning in pdf format in the Tender Document – 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

5.1 Each bidder shall submit only one 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 Bidder's participation to be disqualified.

6. Cost of Bidding

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

Telephone : **044 – 2536 0646; 044 – 2539 3927**

Fax : **044 – 2536 0968**

7.2 The tenderer and any of his personnel or agents will be granted permission by the 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 features of the Site which may affect the tender.

B. BIDDING DOCUMENTS

8. Content of Bidding Documents

8.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with **Clause 10: Volume I – (Technical Bid)**

Sl.No	Contents
1	Notice Inviting Tender
2	Instructions for online bid submission
3	Section 1 Instructions to Bidders
4	Section 2 Forms of Bid, Contractor's Bid, Pre Qualification of Bidders
5	Section 3 Part – I General Conditions of contract Part – II Special conditions of contract
6	Section 4 Contract Data
7	Section 5 Specifications of materials and works
8	Section 6 Schedule of Drawings
9	Section 7 Form of Securities and other Formats

Volume – II (Price Bid)

Sl.No	Contents
1	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 the Bidding Documents

- 9.1 A Prospective bidder requiring any clarification regarding the tender documents may notify through e-procurement portal or E-mail **dycemdo@ yahoo.in** only. The Employer will respond to any request for clarification after pre bid meeting. Copies of the Employer's response will be furnished in the e-procurement portal, including a description of the enquiry but without identifying its source.

10 Amendment of Bidding Documents

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

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

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

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

C. PREPARATION OF BIDS

11. Language of the Bid

- 11.1** All documents relating to the bid shall be in the English language.

12. Documents comprising the Bid

12.1 A) Technical Bids (Volume I)

The following documents shall be submitted online only

- a. Scanned Copy of the financial instruments towards EMD.
- b. Scanned notarized copy of work order/agreement and completion certificate for similar works.
- c. Scanned copy of balance sheet, P&L account Statement certified by Chartered Accountant during last 3 years.
- d. Scanned copy of documents as per Form I to VI of Section 2 and Annexure 1 ,2 and 9 of Section 7.
- e. Scanned copy of Form of Bid and Contractors Bid as per Section 2.
- f. Technical Bid Document - Cover I (Section 1 to 7) with all amendments and clarifications, if any.

The original financial single instrument towards EMD & original Power of Attorney and Integrity Pact, must reach Chennai Port Trust in corresponding address before opening of Technical Bid as per the date and time given in this tender.

Qualification information form and Document (pursuant to **clause 4** hereof) and any other materials required to be furnished and submitted by the bidder in accordance with these instructions. All the documents listed under **Sections 2, 4 and 7** shall be filled in without exception.

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 .xls 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 including GST, 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.
- 13.4 The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 47 of section -3 , General Conditions of Contract.

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 .

16. Bid Security (Earnest Money Deposit – EMD)

- A.** The bidder shall have to pay the Earnest Money Deposit of **Rs. 2,77,500/-**.
- B.** The EMD be payable in the form of Account payee / Demand Draft/Fixed Deposit Receipt / Banker's Cheque / Bank guarantee from any of the Commercial Bank, safeguarding the bidder's interest in all respects in favour of "**The Chairman, Chennai Port Trust**" payable at **Chennai**.
- C.** Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
- 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 / modify their bids during the period of Validity; or
 - b) Fails to sign the Agreement or
 - c) Fails to submit performance security before the deadline defined in the bid document.

17. Alternative Proposals by Bidders

- 17.1** Conditional offer or Alternative offers will not be considered further in the process of tender evaluation.

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.

D. SUBMISSION OF BIDS

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**". In addition the bidder shall put original documents such as Integrity Pact and Power of attorney in one envelope and properly sealed and mark as "**Original Documents**"

All these three envelopes 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 Chief Engineer, Chennai Port Trust, 3rd Floor, Administrative Building, No.1 Rajaji Salai, Chennai-600 001”

b) bear the following identification:

Bid for “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”.

Bid Reference No: T/WMA3/34 /2017/E

DO NOT OPEN BEFORE (1530HRS & DATE: 17.08.2017)

Name and Address of the Bidder

The Tender complete in all respect should be reached to **(Tender No. T/WMA3/34/2017/E)** the office of The Chief Engineer, Chennai Port Trust, 3rd Floor, Administrative Building, No.1 Rajaji Salai, Chennai-600001 **upto 1500 hrs on 17.08.2017** 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 Nodal officer 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 EMD & original Power of Attorney and Integrity Pact 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 **1500Hrs. on 16.08.2017** 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 ChPT 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.

E 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 Nodal officer in the evaluation of the Bids in accordance with **Clause 27**.
- 25.2 Subject to **Sub-clause 25.1**, no Bidder shall contact the Employer on any matter relating to his bid from the time of the online bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Chief Engineer, he should do so in online mode /writing only.
- 25.3 Any effort by the Bidder to influence the Chief Engineer's bid evaluation, bid comparison, or contract award decisions, may result in the rejection of his bid.

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

- 26.1 Prior to detailed evaluation of Technical Bids, the Employer will determine whether each 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. The estimated effect of the price adjustment conditions under **Clause 47 (Section 3)**, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.
- 28.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Nodal Officer or his nominee's 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.

F. 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 receipt, the successful bidder will furnish the performance security and sign the agreement with the Employer.
- 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. Performance Security

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

- 32.1 Performance Security should be 10% of Contract price of which 5% of contract price should be submitted as Account payee Demand draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee from a Commercial Bank **enforceable and encashable at Chennai** within 21 days of receipt of letter of acceptance and balance 5% recovered as retention Money from Running Bills. Recovery of 5% of Retention Money is to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money collected as per clause may be refunded within 14 days from the date of payment of final bill. Balance Performance Guarantee deposited as per clause to be refunded

immediately not later than 14 days of completion of defect liability period.

32.2 Failure of the successful bidder to comply with the requirements of **Clause 32.1** shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security. The Security Deposit Shall remain valid till the satisfactory completion of the defects liability period pursuant to Clause 32.3 of Section – III.

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

32.4 Bid security should be refunded to the successful bidder on receipt of Performance security.

33 Advance Payment

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

34. Conciliator

The Employer proposes that CIDC – SIAC Arbitration Centre be appointed as Conciliator under the contract as provided in **sub-clause 24.1 of condition of contract**. If the bidder disagrees with this proposal, the bidder should so state in the bid.

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.

36. INTEGRITY PACT

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

Shri.P.Tamilvanan,

No.714, Poosaripalayam,
Coimbatore – 641003.

37. ADDITIONAL INFORMATION

37.1 Tenderers should note that the location of Western side of Marshalling yard road. The work has to be carried out in the Western side of Marshalling yard road without affecting the day to day activities of the Cargo handling. The contractor has to complete all the works pertaining to the portion handed over in all respects and only their after the next stage of site will be handed over for execution. Therefore, execution of the project shall be planned in such a manner as to cause minimal hindrance to the activities of cargo handling. Hence the tenderers rate quoted should very well hold good for these conditions.

SECTION 2

**FORMS OF BID,
CONTRACTOR'S BID, PRE
QUALIFICATION OF BIDDERS**

CHENNAI PORT TRUST

TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”.

SECTION - 2

TABLE OF FORMS

1. FORM OF BID
2. CONTRACTOR'S BID
3. PREQUALIFICATION OF BIDDERS

(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.]

Date _____

Tender No: T/WMA3/34/2017/E – **TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”**.

To
The Chief Engineer,
Chennai Port Trust,
No 1, Rajaji Salai
Chennai-600 001

We the undersigned, declare that:

(a) We have examined and have no reservations to the Tendering Documents, including Addenda No.....[Number and issuing date of Addenda, if any.]

(b) We offer to execute the work in conformity with the Tendering Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements in accordance with the tender documents bearing **No:T /WMA3/34/2017/E**.

(c) The total price of our Tender is : (**“as filled in the price bid”**)
(Note: Price shall not be filled in here)

(d) Our tender shall be valid for the period of **120 days** from the date fixed for the tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period in accordance with any extension of bid validity as per ITB, **Sub-Clause 15.2 of Section 1**

(e) If our tender is accepted, we commit to submit a performance guarantee in accordance with ITB, **Clause 32 of Section 1**, for the due performance for the contract as specified in specimen form for the purpose.

(f) We, including any subcontractors or contractors for any part of the contract.

(g) We have no conflict of interest in accordance with **(ITB Sub-Clause 5 of Section 1)**

(h) Our firm, its affiliates or subsidiaries-including any subcontractors or contractors for any part of the contract-has not been declared ineligible by the Port, under laws of India or official regulations, in accordance with **ITB, Clause 3 of Section 1.**

(i) We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract Agreement is prepared and executed in accordance with **ITB, Clause 31 of Section 1** and as per specimen form the purpose.

(j) We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.

(k) We also make specific note clauses of **(ITB, NIT)** under which the contract is governed.

(l) 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.

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

(m) We understand that the communication made with the Firm at (l), 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 **TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”**.

and on behalf of

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

CONTRACTOR'S BID

TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”.

To

The Chief Engineer,
Chennai Port Trust
No.1, Rajaji Salai,
Chennai – 600001.

GENTLEMEN,

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

The advance payment is not required as per rule.

We accept the appointment of As the conciliator

(OR)

We do not accept the appointment ofas the conciliator and propose instead that be appointed as conciliator whose daily fees and biographical data are attached.

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

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

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

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

Yours faithfully,

Authorized signature:.....

Name & Title of signatory:.....

Name of Bidder:.....

Address:.....

Notes:

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

CHENNAI PORT TRUST

TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”.

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 Tenderers.

(To be uploaded online)

CHENNAI PORT TRUST

TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”.

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

Date :

To

The Chief Engineer (Civil),
Cheennai Port Trust,
No.1,Rajaji Salai,
3rd floor , Administrative Building,
Chennai – 600 001
Tamilnadu State

Sir,

Sub : **TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”.**

Ref : Tender No: T /WMA3/34 /2017/E

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 project 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 – Cover I(Section 1to 7)along with Addendum and clarifications issued with reference No ----,
- (ii) Organization Details (Form I - Annexure-1)
- (iii) Power of Attorney – (Form I - Annexure 2)
- (iv) Turnover of the firm-Financial capacity (Form II)
- (v) List of similar works (Form III)
- (vi) Plant and equipment proposed for the work (Form - IV)
- (vii) Details of proposed approach and methodology (Form - V)
- (viii) Bid Security/EMD In the form of DD bearing No -----dated --- ----, for Rs..... Issued bybank

- (ix) Bank information for e - payment – (Form – VI)
- (x) Declaration (Annexure 1 – Section 7)
- (xi) Integrity Pact (Annexure 2 – Section 7)

Signature
(Authorised Signatory)

(To be uploaded online)

CHENNAI PORT TRUST

TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”.

Form - I

1. Only for Individual Bidders

- 1.1 Constitution or legal status of Bidder(attach Annexure 1)
- 1.2 Place of registration: (attach document)
- 1.3 Principal place of business
- 1.4 Power of attorney of signatory of Bid (attach Annexure 2)

Signature
(Authorised Signatory)

CHENNAI PORT TRUST

TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”.

ORGANIZATION DETAILS

CONTACT No.:

NAME OF APPLICANT:

1. Name of the Owner:
2. Address:

Telephone No. :

Fax No.

3. Description of Applicant
(for e.g. General, Civil Engineering
Contract or Joint Venture/Consortium etc.)
4. Registration and Classification
of Contractors
5. Name and address of bankers
6. Number of years of experience
as a general contractor :-
In own Country:
Internationally:
7. Number of years of experience
as a sub contractor
8. Name and Address of partners or
associated companies to be involved
in the project and whether Parent/

Subsidiary/other

9. Name and address of any associates knowledgeable in the procedures of customs, immigration and local experience in various aspect of the project etc.
10. Name and address of the companies/ Sub-contractors who will be involved in the execution of works, namely:
11. Attach organization chart showing the structure of the company including names of Directors/ Key Personnel at Head Office who would be responsible for the project and a separate chart showing proposed Site Construction Organization.

Signature
(Authorised Signatory)

ON NON JUDICIAL STAMP PAPER of Rs.100/-

This document shall be executed in Rs.100/- non judicial stamp paper and shall be enclosed along with original financial instrument and reach ChPT. corresponding address before opening Technical bid as per date and time given in this Tender.

CHENNAI PORT TRUST

TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”.

FORMAT OF POWER OF ATTORNEY (in original)

In favour of signatory/s to the Tender, duly authenticated by Notary Public.

POWER OF ATTORNEY IN FAVOUR OF -----
(Name, Designation, Company name)

TO ALL TO WHOM THESE PRESENTS shall come, I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) do hereby sub-delegate/delegate, in terms of the powers delegated to me by the Board of Directors, -----(name of the Co.) to Shri ----- (name, designation & address of the Attorney) the following:

NOW KNOW WE AND THOSE PRESENTS that I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), do hereby authorize and empower Shri ----- (name, designation & address of the Attorney) to do severally amongst others, for the purpose of carrying on our business, the following:

To represent lawfully the (name of the Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of **TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”.**

- a) or any other works incidental to such construction work.
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts and also to bind the (name of the Co.) to the arbitration clause included in the contract.
- c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the Company could do, if present and acting there.

I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) in terms of the powers delegated to me by the Board of Directors of (name of the Co.), do hereby agree that all acts, deeds and things done by the said Attorney by virtue of this power of attorney, shall be construed as acts, deeds and things done by the Company.

I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), further undertake to ratify and confirm whatever our said attorney shall do or cause to be done for the Company, the said Company, in the premises, by virtue of the powers hereby given.

WHEREAS, this sub-delegation is signed and delivered to Shri -----
-- (name & designation of the Attorney), on this _____ day of _____,
20____ (Two thousand _____).

WHEREAS, even though this sub-delegation is signed on this _____
day of _____ 20____ (Two thousand _____), will have effect from
the date he signs and receives this delegation.

IN WITNESS WHEREOF, I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) has, this _____ day of _____ 20____ (Two thousand _____) set my hands and subscribed my signature unto this instrument.

SIGNED AND DELIVERED ON

_____ BY

(Name of authorized person to delegate powers)

WITNESS :

SIGNED AND RECEIVED ON
_____ BY

(Name & designation of Attorney)

CHENNAI PORT TRUST

TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”.

FORM – II

**TURNOVER OF THE FIRM
(FINANCIAL CAPABILITY)**

(A) Average Annual Turnover of the Bidder

<i>Turnover</i>			
2013-14	2014-15	2015-16	Average

Instructions:

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

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

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

<i>Source of Credit line</i>	<i>Amount</i>

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

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

Signature
(Authorised Signatory)

CHENNAI PORT TRUST

TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”.

FORM - III

Similar Works

LIST OF SIMILAR WORKS (as per the qualification criteria carried out in the last 7 years (As on 30th June 2017).

Tenderer shall furnish Details of “eligibility works experience” as per Clause 4.2 of section-I of Minimum Qualification Criteria (MQC) of Instruction to Bidders and certificates in the following format (Client Certificates/work completion certificates or any other documentary evidences with respect to the eligibility work)

ELIGIBLE ASSIGNMENT DETAILS FOR MQC

Assignment Number:

<u>Description</u>	Bidder to fill up the details here
Name and Address of the Client	
Title of the Eligible Assignment	
Date of completion of the Eligible Assignment	
Project Cost	
Reference No of the enclosed Client Completion Certificate/work order/agreement/ Documentary Evidence for having successfully completed the Eligible assignment	
Name, telephone no, fax no and email address of the client’s representative	
Description and Scope of Work	

Instructions:

- i) Bidders are expected to provide information in respect of Eligible Assignments in this Section. The assignments cited must comply with the criteria specified Clause 4.2 of section-I Minimum qualification of the Instructions to Bidders”.
- ii) A separate sheet should be filled for each of the eligible assignments.
- iii) The details are to be supplemented by documentary proof from the respective client for having carried out such assignment duly certified by clients.
- iv) The works indicated in this Form-III will be only being considered for evaluation. Mere submission of work completion certificate will not be considered as Eligible Assignments
- v) Attachments: Copies of supporting documents viz., Successful completion certificates from clients or any other documentations to substantiate the similarity of work as per definition of “Similar Work”. Employers reserve the right to verify the information.

Signature
(Authorised Signatory)

CHENNAI PORT TRUST

TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”.

FORM – IV

PLANT AND EQUIPMENT PROPOSED FOR THE WORK

Please indicate the main plant and equipment considered to be necessary for undertaking the work and whether this plant is ready in ownership or will be purchased or hired.

Description of equipment	Requirement No. / Capacity	Owned / leased / to be procured	Nos / Capacity	Age / Condition	Remarks (From whom to be purchased)	At what Stage of contact period the Equipment will be available

NOTE :

- (i) The equipment indicated in the above statement will form part of contract agreement and as such the bidders are requested to indicate the availability of the equipment at site and at what stage of the construction period in a separate column
- (ii) For all the equipments the literatures, any other relevant details shall be enclosed if available.
- (iii) The tenderers shall furnish full particulars of the individual equipments/crafts in Proforma by adding additional sheets if found necessary.
- (iv) With regards to equipment, absolute ownership, disponent ownership, Hiring/Leasing of equipments to be considered. However, in case of Hiring/Leasing of equipments, an “Irrevocable letter of Authority” from the owner to be produced by the bidder to the effect that the equipment Hired/Leased shall not be withdrawn till completion of the work.

Signature
(Authorised Signatory)

(To be uploaded online)

CHENNAI PORT TRUST

TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”.

FORM - V

DETAILS OF PROPOSED APPROACH & METHODOLOGY

Bidder shall furnish a detailed method statement (Technical Note) for carrying out of the works, along with a construction programme showing sequence of operation and the time frame for various segments of temporary and permanent works.

Signature
(Authorised Signatory)

(To be uploaded online)

CHENNAI PORT TRUST

TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”.

FORM – VI

FORMAT FOR FURNISHING BANK INFORMATION FOR e-PAYMENT

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

Signature of the party
with seal

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

Signature of the HOD with seal

SECTION 3

**PART – I - GENERAL
CONDITIONS OF CONTRACT**

**PART – II - SPECIAL
CONDITIONS OF CONTRACT**

CHENNAI PORT TRUST

TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”.

SECTION 3

PART – I – General Conditions of Contract

A. General

1. Definitions

- 1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.
- 1.2 The **Conciliator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance as provided for in **Clauses 24 and 25**. The names of the Adjudicator are defined in the Contract Data.
- 1.3 **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- 1.4 **Compensation Events** are those defined in **Clause 44** hereunder.
- 1.5 The **Completion Date** is the date of completion of the Works as certified by the Nodal Officer or his nominee in accordance with **Sub Clause 54** of section 3.
- 1.6 The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in **Clause 2.3** below.
- 1.7 The **Contract Data** defines the documents and other information, which comprise the Contract.
- 1.8 The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.
- 1.9 The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer through online.
- 1.10 The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- 1.11 **Days** are calendar days; **months** are calendar months.

- 1.12 A **Defect** is any part of the Works not completed in accordance with the Contract.
- 1.13 The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.
- 1.14 The **Employer** is the Board of Trustees of the Chennai Port Trust represented by the Chairman who will employ the Contractor to carry out the Works.
- 1.15 The **Employer's Engineer** is the Chief Engineer of the Chennai Port Trust who is responsible for overall supervision, which comprises issuing of Competent approvals for the Contractor, certifying payments due to the Contractor, issuing and valuing Variations to the Contract , awarding extensions of time and Statutory requirements of the contract.
- 1.16 The **Nodal Officer** is an officer and will be intimated in the LoA. (or any other competent person appointed and notified to the contractor to act in replacement of the Nodal Officer) who is responsible for effective monitoring performance of the Contractor and supervision of work, all communications to the contractor, administering the Contract, certifying payments due to the Contractor etc..
- 1.17 **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- 1.18 The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
- 1.19 The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer's Engineer by issuing an extension of time.
- 1.20 **Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works.
- 1.21 **Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
- 1.22 The **Site** is the area defined as such in the Contract Data.
- 1.23 **Site Investigation Reports** are those, which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

- 1.24 **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer's Engineer.
- 1.25 The **Start Date** is given in the Contract Data. It is the date when the contractor shall commence execution of the works. It does not necessarily coincide with any of the site possession date.
- 1.26 A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- 1.27 **Temporary Works** are works designed, constructed, installed, and removed by the Contractor, which are needed for construction or installation of the Works.
- 1.28 A **Variation** is an instruction given by the The Employer's Engineer or his nominee which varies the Works.
- 1.29 The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer's Engineer will provide instructions clarifying queries about the Conditions of Contract.
- 2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- (1) Agreement
 - (2) Letter of Acceptance, notice to proceed with the works
 - (3) Contract Data
 - (4) Conditions of Contract including Special Conditions of Contract
 - (5) Specifications
 - (6) Drawings

- (7) Bill of Quantities and
- (8) Any other document listed in the Contract Data as forming part of the Contract.

3. Language and Law

- 3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Employer's Engineer or Nodal Officer's Decisions

- 4.1 Except where otherwise specifically stated, the Nodal Officer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

- 5.1 The Employer's Engineer or Nodal Officer may delegate any of his duties and responsibilities to other people except to the members of DRB after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

- 6.1 Communications between parties which are referred to in the conditions are effective only when in writing or online mode. A notice shall be effective only when it is delivered (in terms of **Indian Contract Act 1872**).

7. Joint Venture

Not applicable for this contract

8. Subcontracting

- 8.1 The Contractor may subcontract with the approval of the Employer's Engineer may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

8.2 Other Contractors

The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of other contractors. The Contractor shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The Employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

9. Personnel

- 9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Nodal Officer or his nominee. The Nodal Officer or his nominee will approve any proposed replacement of key personnel only if their

qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

- 9.2 If the Nodal Officer or his nominee asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's Risks

- 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks

- 11.1 The Employers risks are
- (a) in so far as they directly affect the execution of the Works in the country where the Permanent Works are to be executed.
 - i). War and hostilities (whether war be declared or not), invasion, act of foreign enemies;
 - ii). Rebellion, revolution, insurrection, or military or usurped power or civil war;
 - iii). ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - iv). Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; and
 - v). Riot, commotion or disorder, unless solely restricted to the employees of the contractor or of his Subcontractors and arising from the conduct of the works;
 - vi). Floods, tornadoes, earthquakes and landslides
 - (b) Loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
 - (c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
 - (d) any operation of the forces of nature (in so far as it occurs on the site) which an experienced contractor;
 - (i) Could not have reasonably foreseen, or
 - (ii) Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures
 - (A) Prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - (B) Insure against.

12. Contractor's Risks

- 12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the

performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
- (d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Nodal Officer or his nominee for the Nodal Officer or his nominee's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Nodal Officer or his nominee.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

The Contractor, in preparing the Bid shall rely on the Site Investigation Report referred to in the Contract Data, supplemented by any information available to the Bidder.

15. Queries about the Contract Data

15.1 The Employer's Engineer will clarify queries on the Contract Data.

16. Contractor to Construct the Works

16.1 The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

17. The Works to be Completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Nodal Officer or his nominee, and complete them by the Intended Completion Date.

18. Approval by the Nodal Officer or his nominee

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Nodal Officer or his nominee, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for design of Temporary Works.

18.3 The Nodal Officer or his nominee's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 No payment will be made for the temporary works required for the proper completion of the permanent works.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer's Engineer or Nodal Officer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Nodal Officer or his nominee of such discoveries and carry out the Nodal Officer or his nominee's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor free from encumbrances. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Nodal Officer or his nominee and any person authorized by the Nodal Officer or his nominee access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where

materials or plant are being manufactured, fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer's Engineer and Nodal Officer or his nominee, which comply with the applicable laws where the Site is located.

24. Disputes

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

25. Settlement of Disputes

25.1 If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Nodal Officer or his nominee, the disputes will firstly be settled by the Conciliator, failing which any party may invoke arbitration clause.

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

25.2 Decision by Conciliator

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

25.3. **Arbitration**

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

i) A dispute with Dispute Review Expert shall be finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory amendment thereof. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Employer and the Contractor, and the third to be appointed by the mutual consent of both the arbitrators, failing which by making a reference to CIDC-SIAC Arbitration Center from their panel.

ii) Neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments already put before the Nodal Officer or his nominee or the Board, as the case may be, for the purpose of obtaining said recommendations /decision. No such recommendations /decision shall disqualify the Nodal Officer or his nominee or any of the members of the Board, as the case may be, from being called as a witness and giving evidence before the arbitrators or any matter whatsoever relevant to the dispute.

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

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

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

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

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

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

26. Replacement of Conciliator

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

B. Time Control

27. Program

27.1 Within the time stated in the Contract Data the Contractor shall submit to the Nodal Officer or his nominee for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecast.

27.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

27.3 The Contractor shall submit to the Nodal Officer or his nominee, for approval, an updated Program at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program within this period, the Nodal Officer or his nominee may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the

next payment after the date on which the overdue Program has been submitted.

- 27.4 The Nodal Officer or his nominee's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Nodal Officer or his nominee again at any time. A revised Program is to show the effect of Variations.

28. Extension of the Intended Completion Date

- 28.1 The Employer's Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.

- 28.2 The Employer's Engineer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer's Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

29. The Early Warning provisions shall be as per Clause 32.

30. Delays Ordered by the Nodal Officer or his nominee

- 30.1 The **Nodal Officer** or his nominee may instruct the Contractor to delay the start or progress of any activity within the Works.

31. Management Meetings

- 31.1 Either the **Nodal Officer** or his nominee or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

- 31.2 The **Nodal Officer** or his nominee shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the **Nodal Officer** or his nominee either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

32. Early Warning

- 32.1 The Contractor is to warn the **Nodal Officer** or his nominee at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The **Nodal Officer** or his nominee may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.
- 32.2 The Contractor shall co-operate with the **Nodal Officer** or his nominee in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the **Nodal Officer** or his nominee.

32.3 Defect Liability Period

The **defect Liability period** for the contract shall be **12 months** from the date of issue of completion certificate.

C. Quality Control

33. Identifying Defects

- 33.1. The **Nodal Officer** or his nominee shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The **Nodal Officer** or his nominee may instruct the Contractor to search for a Defect and to uncover and test any work that the **Nodal Officer** or his nominee considers may have a Defect.

34. Tests

- 34.1 If the **Nodal Officer** or his nominee instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

35. Correction of Defects

- 35.1 The **Nodal Officer** or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

35.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the **Nodal Officer** or his nominee's notice.

36. Uncorrected Defects

36.1 If the Contractor has not corrected a Defect within the time specified in the **Nodal Officer** or his nominee's notice, the **Nodal Officer** or his nominee will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. Cost Control

37. Bill of Quantities

37.1 The Bill of Quantities shall contain items for the construction, installation, testing and commissioning work to be done by the Contractor.

37.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

38. Changes in the Quantities

38.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than + 25 percent provided the change exceeds + 10% of initial Contract Price, the **Employer's Engineer** shall adjust the rate(s) to allow for the change.

38.2 The **Employer's Engineer** shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the Prior approval of the Employer.

38.3 If requested by the **Employer's Engineer** where the quoted rate (s) of any item(s) is abnormally high, the Contractor shall provide the **Employer's Engineer** with a detailed cost breakdown of any rate in the Bill of Quantities.

39. Variations

39.1 All Variations shall be included in updated Programs produced by the Contractor.

40. Payments for Variations

40.1 Variation permitted shall not exceed +25% in quantity of each individual item, and +10% of the total contract price. Within 14 days of the date of instruction for executing varied work, extra work or substitution and before the commencement of such work, notice shall

be given either (a) by the contractor to the Employer of his intention to claim extra payment or a varied rate or price, or (b) by the Employer to the contractor of his intention to vary rate or price.

40.2 For items not existing in the Bill of Quantities or substitution to items in the Bill of Quantities, rate payable should be determined by methods given below and in the order given below:

i) Rates and prices in contract, if applicable plus escalation as per contract

ii) Rates and prices in the Schedule of Rates applicable to Contract plus ruling percentage.

iii) Market rates of materials and labour, hire charges of plant and machinery used, plus **15%** for overheads and profits of contractor.

40.3 For items in the Bill of Quantities but where quantities have increased beyond the variation limits the rate payable for quantity in excess of the quantity in the Bill of Quantity plus the permissible variation should be:

i) Rates and prices in contract, if reasonable plus escalation, failing which (ii) and (iii) below will apply:

ii) Rates and prices in the schedule of rates applicable to the contract plus ruling percentage.

iii) Market rates of material and labour, hire charges of plant and machinery used plus 15% for overheads and profits of contractor.

40.4 If there is delay in the Employer and the contractor coming to an on the rate of extra item, rates as proposed by the Employer shall be payable provisionally till such time as the rates are finally determined or till date mutually agreed.

40.5 If the **Employer's Engineer** decides that the urgency of varying the work prevent a quotation being given and considers not delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

41. Cash flow forecasts

41.1 When the Program is updated, the Contractor is to provide the **Nodal Officer** or his nominee with an updated cash flow forecast.

42. Payment Certificates

- 42.1 The Contractor shall submit to the Nodal Officer or his nominee monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- 42.2 The Nodal Officer or his nominee shall check the Contractor's monthly statement within 14 days and certify the net amount to be paid to the Contractor. The net amount payable means gross amount less all statutory levies such as **GST** on work contract and any other amount due to the Trust.
- 42.3 The value of work executed shall be determined by the Nodal Officer or his nominee.
- 42.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 42.5 The value of work executed shall include the valuation of Variations.
- 42.6 The Nodal Officer or his nominee may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

43. Payments

43.1 Mode of measurements

- (a) The measurements shall be recorded and entered in computerized format in the first instance by the contractor and a hard copy (draft) shall be submitted to the Department then and there.
- (b) The format for Computerized Measurement Book (CMB) shall be downloaded from ChPT website: [http:// www.chennaiportgov.in](http://www.chennaiportgov.in).
- (c) These measurements shall then be checked by the department. The contractor shall incorporate all such changes or corrections, as may be done during these checks, to his draft computerized measurements, and submit to the department the corrected computerized measurements in the form of a book, duly hard bound in red colour on the lines of the conventional Measurement books now in use, and with its pages machine numbered.
- (d) The Computerized Measurements Book given by the contractor, duly bound, with its pages machine numbered, shall have no cutting or over-writing.
- (e) The Computerized Measurement Book shall be allotted a serial number by the department.

- (f) In case of any error, the Computerized Measurement Book shall be cancelled, and the contractor shall re-submit a fresh Computerized Measurement Book. This should be done before the corresponding computerized bill is submitted to the Division for payment.
- (g) The contractor shall submit a minimum of 3 copies of each Computerized Measurement Books for the purpose of reference and record in the various offices of the department.

43.2 Bill Submission:-

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

43.3 The Adhoc payment upto 75% of net bill amount shall be certified within 7 working days of submission of the bill. Balance 25% of the amount of the verified bill shall be paid not later than 7 working days from the date of release of 75% adhoc payment.

43.4 For delay in payment beyond the periods specified in 43.2 above, interest at a pre-specified rate (suggested rate SBI PLR +2% p.a. as on due date of payment) should be paid.

43.5 Contractor shall submit final Bill within 60 days of issue of defects liability certificate. Client's Nodal Officer or his Nominee shall check the bill within 60 days after its receipt and return the Bill to Contractor for corrections if any, 50% of the undisputed amount shall be paid to the contractor at the stage of returning the bill.

43.6 The Contractor should re-submit the bill, with corrections within 30 days of its return by the Nodal Officer or his nominee. The resubmitted bill shall be checked and paid within 60 days of its receipt.

43.7 Interest at a pre-specified rate (suggested rate SBI PLR 2% p.a. as on due date of payment) shall be paid if the bill is not paid within the time limit specified above.

43.8 If an amount certified is increased in a later certificate as a result of an award by the DRB or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest

shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

- 43.9 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

43.10 Payment for RCC & PCC items

75 % of the rate quoted for the items will be released only after the concrete is laid and cured and after satisfactory test results for 7 days cube strength as specified in **Clause 5 of Part II - C Specification of works of Section 5**. The balance will be released after finishing work if any and satisfactory test results for 28 days cube strength as specified in **Clause 5 of part II – C Specification of works of Section 5**. If 28 days cube strength is not satisfactory, the payment made earlier will be recovered from any moneys due to the contractor in respect of the execution of the works.

43.11 Payment for reinforcement steel

Full payment will be made for supplying, fabricating and placing in position of reinforcement bars (MS/TMT bars) specified in the relevant schedule. The quantities will be measured based on the actual lengths fabricated and the corresponding unit weights as per the Indian Standard specification.

44. Compensation Events

- 44.1. The following mutually agreed Compensation Events unless they are caused by the Contractor would be applicable:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
- (b) The Employer modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.
- (c) The Nodal Officer or his nominee orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
- (d) The Nodal Officer or his nominee instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
- (e) The Nodal Officer or his nominee unreasonably does not approve for a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the site.

- (g) The Nodal Officer or his nominee gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract that cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effect on the Contractor of any of the Employer's Risks.
- (k) The Nodal Officer or his nominee unreasonably delays issuing a Certificate of Completion.
- (l) Other Compensation Events listed in the Contract Data or mentioned in the contract.

Whenever any compensation event occurs, the contractor will notify the employer, within 14 days and provide a forecast cost of the compensation event.

- 44.2. If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Nodal Officer or his nominee shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 44.3. As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast has been provided by the Contractor, it is to be assessed by the Nodal Officer or his nominee and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable the Nodal officer or his nominee shall adjust the Contract Price based on Nodal Officer or his nominee's own forecast. The Nodal Officer or his nominee will assume that the Contractor will react competently and promptly to the event.

45. Tax

- 45.1 The applicable GST on the taxable value of goods or services or both covered in this tender/contract will be paid by part 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.

46. Currencies

46.1 All payments shall be made in Indian Rupees unless specifically mentioned.

47. Price adjustment

47.1 The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

47.2 Subsequent Legislation

If, after the date 21 (Twenty one) days prior to the date for submission of tenders for the contract there occur changes to any National or Statute Stature, Ordinance or Decree or other Law or any regulation or bye law of any local or other duly constituted authority or introduction of any such state statute, Ordinance, Decree, Law, regulation or bye law which causes additional or reduced cost to the contractor in execution of the contract, such additional or reduced cost shall, after due consultation with the Employer and the contractor be determined by the Nodal Officer or his nominee and shall be added to or deducted from the contract price and the Nodal Officer or his nominee shall notify the contractor accordingly with a copy to the Employer.

48. Retention

48.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

48.2 Retention Money shall be deducted at 5% from each running Bill subject to a maximum of 5% percent of the contract price. Retention money shall be refunded within 14 days from the date of payment of final bill.

49. Liquidated Damages

49.1 In case of delay in completion of the contract, liquidated damages (L.D) may be levied at the **rate of** ½% of the contract value per week of delay or part thereof, subject to a maximum of 10 per cent of the contract price.

- (i) The owner, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the owner will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to **half per cent (1/2%)** of the contract value of the works for each week or part of the week subject to the ceiling defined in **Sub-Clause- 49.1**
- (ii) The owner, if not satisfied that the works can be completed by the contractor and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right or remedy available in that behalf, to rescind the contract.
- (iii) The owner, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- (iv) In the event of such termination of the contract as described in **Clauses-49.1(ii) & 49.1(iii)** or both, the employer shall be entitled to recover L.D up to ten per cent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.
- (v) In case part/portions of the work can be commissioned and Port operates the portion for commercial purposes, the rate of L.D will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.

Note: Contract price for LD shall be inclusive of tender price plus taxes and duties.

49.2 Reduction of Liquidated Damages

If, before the Time for Completion of the whole of the Works or, if applicable, any Section, Taking-Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

50. Incentives or Bonus

Not applicable

51. Advance Payment

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

52. Performance Securities

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

52.1 Performance Security should be 10% of Contract price of which 5% of contract price should be submitted as Account payee Demand draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee from a Commercial Bank **enforceable and encashable at Chennai** within 21 days of receipt of letter of acceptance and balance 5% recovered as retention Money from Running Bills. Recovery of 5% of Retention Money is to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money collected as per clause may be refunded within 14 days from the date of payment of final bill. Balance Performance Guarantee deposited as per clause to be refunded immediately not later than 14 days of completion of defect liability period.

52.1.1 The Contractor at his option may also furnish a Bank Guarantee from an Commercial Bank having its Branch Office at Chennai in the form approved by the Employer in lieu of the retention money when such retention money amounts to the 1/4th of the sum for the limit of retention money on production of the said bank guarantee. The money so retained shall be considered to refund to the contractor and other three installments shall also similarly considered for refund on production of appropriate Bank guarantee. On acceptance of the said Bank Guarantee, the money so retained shall be considered for refund to the contractor. All payments to the contractor under the contract shall unless otherwise stated elsewhere be made to the contractor in Indian currency through e- payments through designated Bank.

52.2 Failure of the successful bidder to comply with the requirements of **Clause 52.1** shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

53. Cost of Repairs

53.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

54. Completion

- 54.1 After completion of the work, the contractor will serve a written notice to the Nodal Officer or Employer's Engineer /Employer to this effect. The Nodal Officer or Employer's Engineer /Employer upon receipt of this notice shall conduct a complete joint survey of the work within 7 days and prepare a defects list jointly. The defects pointed out by the Nodal Officer or Employer's Engineer /Employer would be rectified by the Contractor within 14 days and there after acceptance report to be signed jointly by the contractor and the Employer. This joint acceptance report shall be treated as "Completion Certificate".

55. Taking Over certificate

- 55.1 The Employer shall take over the Site and the Works within seven days of the Nodal Officer or his nominee issuing a certificate of Completion.

56. Final Account

- 56.1 The Contractor shall supply to the Nodal Officer or his nominee a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Nodal Officer or his nominee shall issue a Defect Liability Certificate and certify any final payment (excluding SD) that is due to the Contractor within 60 days of receiving the Contractor's account if it is correct and complete. If it is not, the Nodal Officer or his nominee shall issue within 15 days a schedule that states the scope of the corrections or additions that are necessary for the correction and certify payment of 50% of undisputed amount to the contractor. If the Final Account is still unsatisfactory after it has been resubmitted, the Nodal Officer or his nominee shall decide on the amount payable to the Contractor and issue a payment certificate, within 60 days of receiving the Contractor's revised account.

57. Operating and Maintenance Manuals

- 57.1 If "as built" Drawings and/or operating and maintenance manuals are required the Contractor shall supply them by the dates stated in the Contract Data.
- 57.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Nodal Officer or his nominee's approval, the Nodal Officer or his nominee shall withhold the amount stated in the Contract Data from payments due to the Contractor.

58. Termination

58.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

58.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer's Engineer or Nodal officer ;

(b) the Employer's Engineer or Nodal Officer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days;

(c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) a payment certified by the Employer's Engineer is not paid by the Employer to the Contractor within 50 days of the date of the Employer's Engineer's certificate;

(e) the Nodal Officer or his nominee gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer's Engineer;

(f) the Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

(i) if the Contractor has contravened **Clause 8 & 9**

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

58.3 When either party to the Contract gives notice of a breach of contract to the Employer's Engineer or Nodal Officer for a cause other than those listed under **Sub Clause 58.2** above, the Employer's Engineer or Nodal Officer shall decide whether the breach is fundamental or not.

- 58.4 Notwithstanding the above, the Employer may terminate the Contract for convenience subject to payment of compensation to the contractor including loss of profit on uncompleted works. Loss of profit shall be calculated on the same basis as adopted for calculation of extra/additional items.
- 58.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

59. Payment upon Termination

- 59.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer's Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the contract data.

Additional liquidated damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

- 59.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer's Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and loss of profit on uncompleted works less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

60. Property

- 60.1 All materials on the Site, Plant, Equipment, Temporary Works and Works for which payment has been made to the contractor by the Employer, are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

61. Release from Performance

- 61.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Employer's Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be

paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

62.1 Custody of Drawings:

The Drawings shall remain in the sole custody of the Nodal officer but two copies of these shall be furnished to the Contractor free of cost. The contractor shall provide and make at his own expense any further copies required by him. At the completion of the contract the contractor, shall return to the Nodal officer all drawings provided under the contract, if so desired by the Nodal officer.

The contractor shall give adequate notice in writing to the Nodal officer or his nominee of any further drawing or specification that may be required for the execution of the works or otherwise under the contract.

In case alternative design submitted by the contractor is accepted by the Nodal officer and works executed as per alternative design, the original tracing and copies of drawings which may be with the Contractor, shall be handed over to the Nodal officer on completion of the work and such tracings and drawings shall become the property of the Employer's Engineer. One copy of the Drawings furnished to the contractor or prepared by the Contractor and approved by the Employer's Engineer in case of contractor's alternative designs as aforesaid shall be kept by the Contractor at the site and the same shall at all the reasonable times be available for inspection and use by the Nodal officer and his nominee and by any person authorized by the Employer's Engineer in writing.

The Nodal officer shall have full power and authority to supply to the contractor, from time to time during the progress of the works such further Drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the works. Such supplementary drawings, issued / approved during the currency of contract will also form part of the contract and the Contractor shall carry out and be bound by the same.

62.2 One copy of Drawings to be kept on Site

One copy of the drawings, provided to or supplied by the contractor as aforesaid, shall be kept by the contractor on the site and the same shall at all reasonable times be available for inspection and use by the Nodal officer and by any other person authorized by the Employer's Engineer in writing.

62.3 Disruption of Progress

The contractor shall give notice to the Nodal officer whenever planning or execution of the works is likely to be delayed or disrupted unless any further drawing or instruction is issued by the Nodal officer 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.

62.4 Delays and Cost of Delay of Drawings

If, by reason of any failure or inability of the Employer's 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 62.3**, the contractor suffers delay then the Employer's Engineer shall, after due consultation with the contractor, determine any extension of time to which the contractor is entitled under Clause **28**, and shall notify the contractor accordingly.

62.5 Failure by contractor to submit Drawings

If the failure or inability of the Employer's Engineer to issue any drawings or instructions is caused in whole or in part by the failure of the contractor to submit drawings, specification of other documents, which he is required to submit under the contract, the Employer's Engineer shall take such failure by the contractor into account when making his determination pursuant to **Sub-Clause 62.4**.

62.6 Supplementary Drawings and Instructions

The Employer's Engineer or Nodal officer shall have authority to issue to the contractor, from time to time, such supplementary drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and completion of the works and the remedying of any defects therein. The contractor shall carryout and be bound by the same.

62.7 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 Employer's Engineer, for approval such drawings, specifications, calculations and other information as shall be necessary to satisfy the Nodal officer as to the suitability and adequacy of that design and operation and maintenance manuals together with drawings of the works as completed, in sufficient detail to enable the Nodal officer to operate, maintain and adjust the works incorporating that design.

62.8 Responsibility Unaffected by Approval

Approval by the Employer's Engineer, in accordance with **Sub-Clause 62.7**, shall not relieve the contractor of any of his responsibilities under the contract.

63.1 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 premises. No labour camps shall be allowed inside the Port premises.

63.2 Entry of Labour in Port premises:

63.2.1 Only vehicles licensed by the Board will be allowed inside the Port premises.

63.2.2 Admission into the 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 Trust is indemnified against their misuse.

The entry passes shall be produced at the time of entry and any other time when demanded by the CISF personnel or department officials.

Further, in the event of loss of entry passes or identity card issued to the contractor or their labour, Rs.20/- will be imposed as penalty in each case.

The contractor should register with the pass section and get a code number for the firm from the pass section and should produce a authorized signature of two persons per firm who will sign the pass application. Any changes in the authorized signatories should be intimated to this section immediately.

These firms should be recommended by respective departments. Applicants should apply in the prescribed format.

Provision for individual and vehicle Harbour Entry Permits are alone available in the Pass Section Module and not for the materials.

As per ISPS requirements all the Port Users should submit antecedent verification / police verification of Pass port copy of their employees / contract workers, since it is a prerequisite for issuing all Port entry Passes.

63.3 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.

63.4 Regarding employment of the foreigner:

63.4.1 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.

63.4.2 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 Nodal officer. 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 (as applicable) 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.

64. Watching and lighting:

The contractor shall in connection with the works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary as required by the Nodal officer or by any competent statutory or other authority for the protection of the works, materials, etc., or for the safety and convenience of the public or others.

All lights provided by the contractor shall be placed or screened so as not to interfere with any signal lights on the Employer's Railway or with any navigational lights or with any traffic or signal lights of any local or other authority.

65.1 Dismantled Materials:

The contractor shall treat all materials obtained during dismantling of a structure excavation of the site for a work etc. as Board property and such materials shall be disposed of to the best advantage of Board according to the instructions writing issued by the Nodal officer.

65.2 Contractor to keep site clean:

During the execution of the works the Contractor shall keep the Site reasonably free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment and surplus materials and clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required.

66.1 Extraordinary Traffic:

The contractor shall use every reasonable means to prevent any of the access road communicating with or on routes to the site from being damaged or injured by any traffic of the contractor or any of his sub contractors and in particular shall select routes, choose and use vehicles and also restrict and distribute loads so that any such extraordinary traffic as will inevitable access from the moving of plant and materials from and to the site shall be limited as far as reasonably and so that no unnecessary damage or injury may be occasioned to such approach.

The contractor's attention is drawn to the fact that the other contractors employed by the Employer will be working in the vicinity of the construction of structures. Hence, the contractors shall allow other agencies for work if any and shall allow such agencies the use of scaffolding the similar conveniences which any building contractor might have put up and shall further give such agencies facilities to carry out their trades. Works like punching the walls, floors and making them good, required during the electrification shall be done by the building contractors for which they may not be made any special payment by the Trust. The contractor's working arrangements should be in such a manner as to cause no hindrance to the other contractors working nearby or to the functions of the Harbour and to enable other contractors / department / other agencies to work contemporaneously on separate contracts.

66.2 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.

67. Supply of plant, materials and labour:

67.1 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.

67.2 The contractor shall not hire out any item of plant or equipment brought by him, in connection with the execution of the work under the contract to any other party in connection with any work of the latter in the Port without the written permission of the Nodal officer and such permission may or may not be granted by the Nodal officer.

67.3 The contractor shall at his own costs make due arrangements for the proper watch and safety of all materials and plant supplied to him by the Board / or brought by him for use on this work. He shall not remove such constructional plant or materials from the site without the permission of the Nodal officer.

If any of the materials supplied or constructional plant hired out by the department are lost or damaged in any way due to negligence or carelessness on the part of the contractor or his employees, the cost thereof determined by the Nodal officer shall be recovered from the contractor from any moneys due to him or to become due to him.

68. Clearance of site on completion:

Upon completion of works, the contractor shall clear away and remove from the site all the constructional plant, temporary works remaining thereon, any unused materials provided by the contractor, and surplus materials and rubbish of every kind and leave the site and works clean and in a workman-like condition to the satisfaction of the Nodal officer.

If the contractor fails to remove any such constructional plant, temporary works or unused materials within such reasonable time after completion of works as may be allowed by the Employer's Engineer, then the Employer may sell the same and shall after deduction from the proceeds, cost, charges and expenses of and in connection with such sale, pay the balance if any, to the contractor.

The Employer shall not at any time be liable for the loss or injury to any of the said constructional plant, temporary works or materials.

69. Use of explosives:

Except as may be provided in the specification or approved by the Nodal officer, 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.

70. Levels:

The contractor shall provide all assistance, instruments, labour and materials as are normally required for taking levels for the work. The contractor shall provide at his own expense experienced attendants for the Nodal officer or his representative to assist him in taking levels and checking of alignments.

71. 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 Nodal officer for approval, all drawings and documents required for the construction of storage sheds to the proper requirements.

72. 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 Employer's Engineer. The contractor shall also report such accidents to the competent authorities to whom such report is required by laws.

73. 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 Nodal officer. 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 Nodal officer. 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.

74. Access to site:

The Nodal officer 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.

75. Inspection register:

An inspection register is required to be maintained at the site of work, duly issued by the Nodal officer and docketed by from the Nodal officer's office. Which must be produced whenever called upon to do so by the Nodal officer or his representative during their inspection of the work. It will be the responsibility of the officer'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 Nodal officer'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 Employer's Engineer or Nodal officer's is reviewed during subsequent inspections to ensure their compliance.

76. Removal of improper works & material:

The Nodal officer shall during the progress of the works have power to order in writing from time to time the following:

The removal from the site within such time or times as may be specified in the order of any materials, which in the opinion of the Nodal officer are not in accordance with the contract.

The substitution of materials not in accordance with the contract by proper and suitable materials and

The removal and proper re-execution (notwithstanding any previous test thereof or interim payment thereof) of any work, which is respect of materials or workman ship, is not in the opinion of the Nodal officer in accordance with the contract.

77. Work during Night or on Sundays and authorized Holidays:

Subject to any provisions to the contrary contained in the contract, none of the permanent works shall be carried out during night or authorized holidays without prior permission in writing of the Nodal officer. Except when the work is unavoidable or absolutely necessary

for the safety of life, property or works in which case the contractor shall immediately advise the Nodal officer accordingly.

78. Employment of Technical Staff:

78.1 The contractor shall employ following technical staff during the execution of this work: -

*i. One Graduate Engineer with 2 years experience will act as **Principal Technical Representative***

and

*ii. One Diploma Engineer possessing minimum of 5 years experience will act as **Project planning / site / Billing Engineer.***

78.2 The technical staff should be available at site at all times during the course of execution of work. He will take instructions from the Nodal officer or his Nominee as and when required by him.

78.3 In case the contractor fails to employ the technical staff as aforesaid he shall be liable to pay to the Board a reasonable amount not exceeding the sum of *Rs 15,000/- (Rupees fifteen thousand only) per month for Technical Representative .*

The decision of the Nodal Officer as to the period for which the required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor as to the amount and the contractor's liability to pay the said amount.

79. Alterations in specifications and designs, Additions and Omissions

79.1 The Employer's Engineer shall have the power to make any alterations in, omissions from, additions to or substitutions for the original specification, drawings, designs and instructions that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instruction which may be given to him in writing signed by the Employer's Engineer and such alteration, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Employer's Engineer shall be conclusive as to such proportion. The rates for such additional,

altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order:

- i. If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- ii. If the rates for the additional altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- iii. If the altered, additional or substituted work includes any work for which no rate is specified in the contract for the work and which cannot be derived from the similar class of work in the contract, then such work shall, be carried out at the rates entered by the department taking into account the Port's own schedule of rates on which the estimated value of work put to Tender was worked out, with minus / plus percentage which the total tendered amount bears to the estimated cost of the entire work put to tender.
- iv. If the rates for altered, additional or substituted work cannot be determined in the manner specified in the sub-clauses 79.1(i) to 79.1(iii) above, then the rates / for such work shall be worked out on the basis of the Schedule of rates of the Port specified above, minus/ plus the percentage which the total tendered amounts bears to the estimated cost of the entire work put to tender provided always that if the rate for a particular part or parts of the item is not in the Schedule of rate, the rate for such part or parts will be determined by the Employer's Engineer on the basis of the prevailing market rates when the work was done.
- v. If the rates for the altered, additional of substituted work cannot be determined in the manner specified in the sub-clause 79.1(i) to 79.1(iv) above, then the contractor shall within 7 days of the date of receipt of order to carry out the work, inform the Employer's Engineer of the rate which is his intention to charge for such class of work, supported by the analysis of the rate or rates claimed and the Employer's Engineer shall determine the rate or rates, on the basis of the prevailing market rates and pay the contractor accordingly. However, the Employer's Engineer by notice in writing will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, but under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates of items falling under the clause. In the event of any disagreement, the Employer's Engineer shall fix such rate or

price as shall in his opinion be reasonable and proper having regard to the circumstances and such decision of the Employer's Engineer shall be final.

- 79.2 Except in case of items related to foundations, provisions contained in sub-clause 79.1(i) to 79.1(v) above shall not apply to contract or substituted items as individually exceed the percentage set out in the tender document (referred to herein below as "Deviation limit" subject to the following restrictions:
- i. The deviation limit referred to above be the net effect (algebraically sum) of all additions and deductions ordered.
 - ii. In no case shall the additions/deductions (arithmetical sum) exceed twice the deviation limit.
 - iii. The deviations ordered on items of any individual trade included in the contract shall not exceed +/- 50% of the value of the trade in the contract as a whole or half the deviation limit whichever is less.
 - iv. The value of additions of items of any individual trade not already included in the contract shall not exceed 10% of the deviation limit.

Note: Individual trade means the trade section to which scheduled of quantities annexed to the agreement has been divided or, in the absence of any such division the individual section of the schedule of rates specified above, such as, excavation and earthwork, concrete, wood work and joinery, etc.

- 79.3 For the purpose of operation of clause 79.2, the following works shall be treated as works relating to foundation:
- i. For buildings, compound walls, plinth level or 1.2 metres (4 feet) above ground level whichever is lower excluding items of flooring and D.P.C. but including base concrete below the floors.
 - ii. For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs, the bed or floor level.
 - iii. For retaining walls where floor level is not determinate, 1.2 metres above the average ground level or bed level.
 - iv. For roads, all items of excavation and filling including treatment of sub-base and soling work.
 - v. For water supply lines, sewer lines, underground storm water drains and similar works. All items of work below ground level except items of pipe work, proper masonry work.
 - vi. For open storm water drains, all items of work except lining of drains.

80. 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 Employer's Engineer.

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

If at any time after the commencement of work, the Employer's Engineer shall for any reason whatsoever not require the whole work as specified in the tender to be carried out, the Employer's Engineer shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions, which shall involve any curtailment of the work as originally contemplated; Provided that the contractor shall be paid the charges on the cartage only of materials actually and bona fide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof and then taken back by the contractor provided however, that the Employer's Engineer shall have in all such situations, the option of taking over all or any such materials at their purchase price or at local current rates whichever may be less. The contractor shall produce all relevant documentary evidence like vouchers, invoices etc., in support of his claim. In the case of such stores having been issued from the department stores, supervision charges and storage charges shall be refunded in addition to the issue rates of materials.

82. 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.

83. 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 Nodal officer. The appliances and equipment shall be available for use at all times.

84. Port Trust Rules

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

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

85. Details to be Confidential, Drawings and Photographs

85.1 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 Nodal officer.

85.2 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 Nodal officer.

PART – II SPECIAL CONDITIONS OF CONTRACT

1. Labour

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Nodal Officer or his nominee, deliver to the Nodal Officer or his nominee a return in detail, in such form and at such intervals as the Nodal Officer or his nominee may prescribe, showing the staff and the numbers of the several classes of

labour from time to time employed by the Contractor on the Site and such other information as the Nodal Officer or his nominee may require.

2. Compliance with Labour Regulations

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

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

3. ESI CONTRIBUTION

- 3.1 (a) As per the Govt Notification dt 20.7.09, Chennai Port Trust has registered under the ESI Act on 26.09.2012 with ESI Corporation and provision of ESI Act, 1948 are applicable to Chennai Port Trust, a Social Security Act, is applicable to Factories using power and employing 10 or more personnel and establishment employing 20 or more persons and drawing wages/Salary upto Rs.21,000/- per month. Workers covered under ESI Act, are entitled for full medical care for self and family. Besides, cash benefit in the event of sickness, maternity and employment injury. Accordingly, the contractual/casual employees drawing wages upto Rs.21,000/- per month employed either directly by Port Trust or through contractor are covered under ESI Act, 1948. It is obligatory on the part of the employer to calculate and remit ESI contribution comprising of employers' share of 4.75% plus employees' share of 1.75% which is

payable on or before 21st of the following month, to which the salary relates.

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

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

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

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

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

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

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

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

4. **CESS FOR TNCWWB**

As per the provisions of the Tamil Nadu Manual Workers (Regulation of Employment and Conditions of Work) Act, 1982 and Tamil Nadu Manual Workers (Construction Workers) Welfare Schemes, 1994 and G.O.(MS)No.295, Dt.17.12.2013 of Labour and Employment (12) Department, payment of cess to TNCWWB at 1% of the building or other construction works undertaken by Chennai Port Trust.

A recovery of 1% of the billed amount shall be effected progressively from each running bill as well as the final bill of the contractor for the works which are covered under the above mentioned Cess act. Hence the tenderer shall include the component of Cess while quoting their rates for individual items of Bill of quantities.

5. **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.

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

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.

SECTION 4
CONTRACT DATA

CHENNAI PORT TRUST

TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”.

CONTRACT DATA

1	The Employer is	Board of Trustees represented by Chairman, Chennai Port Trust, No. 1 Rajaji Salai, Chennai-600 001	1.14 of sec – 3 part – I
2	The Employer’s Engineer is	Chief Engineer, Chennai Port Trust, Chennai-600 001.	1.15 of sec – 3 part – I
3	Nodal officer	The Employer’s Engineer will appoint an officer to monitor the performance of Contractor and will be intimated in the LoA	1.16 of sec – 3 part – I
4	The Conciliator appointed jointly by the Employer and Contractor is:	* Name: * Address: * (to be filled in after the Conciliator has been appointed)	1.2 of Sec – 3
5	The Name and Identification no. of this contract	TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”. Tender No.WMA3/ /2017/E	
6	The work consist of	PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD	
7	Signing of Agreement	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 receipt, the successful bidder will furnish the performance security and sign the agreement with the Employer.	31.3 of Sec.-1
8	Remitting of Performance Security	With in 21 days from receipt of letter of acceptance.	32.1 of Sec.-1
9	Start Date	14 days from the date of issue of “Notice to Proceed”. The “Notice to Proceed” will be issued with in 7 days of signing agreement.	

10	The Intended Completion Date for the Whole of the works	150 days from the date of commencement.	1.19 of Sec.-3
11	The site Location	Chennai Port Premises, Chennai in the State of Tamil Nadu.	
12	Contract Document	The document form a part of the contract as mentioned in the clause no.2.3 of Sec-3	2.3 of Sec.-3
13	Programme for the Work	The contractor shall submit a Program for the works within 21 days of delivery of the letter of Acceptance.	27.1 of Sec -3
14	Defect Liability Period	Twelve (12) months from the date of issue of completion certificate	32.3 of Sec-3
15	Minimum Insurance	(a) Loss of or damage to the works, Plant and Materials- The Contractor is to insure for full contract value. (b) loss of or damage to Equipment – All the equipments should be properly insured. (c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract-The minimum insurance cover for physical property, injury and death is Rs.3,00,000/- per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always and (d) personal injury or death- Insurance is to be taken for all staff and employees employed in the project.	13 of Sec-3
16.	Termination of Contract	Refer Clause No. 58 of Section 3 Part I	58 of Sec.-3 Part I

17.	Programme Update	The period between Programme updates shall be 30 days	27.2/27.3 of Sec-3
18.	Late submission of an update programme	The amount to be withheld for late submission of an updated Programme shall be 1% of the contract value.	27.3 of Sec-3
19.	Language	The language of the Contract documents is English	3 of Sec-3
20.	Contract Law	The law which applies to the Contract is the law of Union of India	3 of Sec-3
21.	Currency of the Contract	The currency of the Contract is Indian Rupees	46 of Sec-3
22.	Liquidated Damages	Levied at the rate of 0.5% of the contract value per week of delay or part thereof, subject to maximum of 10% of the contract Price.	49 of Sec.-3
23	Advances	No Advance payment will be made under this contract	51 of Sec.-3
24	Price adjustment	The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.	Clause 47 of Section 3
25	ECS Payment	Refer Clause No. 11 of Section 5 Part I	11 of Section 5 Part I
26	Entry of contractor	Ref Clause No. 63.2 of Section 3 Part I	63.2 of Section 3 Part I
27	Electricity & Water Charges	Refer Clause No. 6 of Section 5 Part I	6 of Section 5 Part I
28	Employment of Technical Staff	Refer Clause 78 of Section 3 of Part 1	78 of Section 3 of Part 1
29	ESI Contribution	Refer Clause 3 of Section 3 of Part II	3 of Section 3 of Part II
30	Cess for TNCWWB	Refer Clause 4 of Section 3 of Part II	4 of Section 3 of Part II

Signature
(Authorised Signatory)

SECTION 5

SPECIFICATION OF MATERIALS AND WORKS

CHENNAI PORT TRUST

TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”.

SECTION 5

Part – I General description of work and other conditions

1. The works covered under this tender is **TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”**. The details regarding the location, alignment, sectional 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:

- 1) Dismantling of RCC work /Brick work/ Rich mix concrete/ lean mix concrete.
- 2) Providing and laying of P.C.C 1:4:8 for base course and foundation concrete.
- 3) Providing Brick work in CM 1:5 in kerb wall.
- 4) Providing Plastering in C.M 1:5 12 mm thk for kerb walls
- 5) Providing Rcc 1:1.5:3 for Kerb wall/base slab/stem wall.
- 6) Supplying and fabricating of steel reinforcement
- 7) Providing & laying PCC 1:1.5:3 for road concrete
- 8) Providing and laying CC1:1.5:3 mix using 20mm metal for RCC precast cover slab.
- 9) Applying two coats of synthetic enamel paint for old steel surface.
- 10) Applying two coats of Colour washing over one coat of white washing with lovelycem or equivalent surface retaining walls.
- 11) Providing, laying insitu slabs in RCC 1:1.5:3
- 12) Refilling with excavated earth
- 13) Loading, transporting and levelling the Debris/ Surplus Earth any where the out side port premises.

All other miscellaneous and contingent items required for the proper completion of all the above work.

2. **Site Information and Conditions for Providing RCC Retaining wall in western side Marshalling yard and kerb wall etc.,at Chennai Port.**

- 2.1 The work has to be carried out in operational area under Construction in Chennai Port Premises. Hence necessary working/stacking area shall be provided nearer to the site wherever possible as per the discretion of the Employer's Engineer or Nodal Officer

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 Nodal officer may at his discretion allot additional working area if required by the contractor anywhere inside the harbour premises subject to availability and free of rental charges based on the requirements of work. 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.

The work has to be carried out in operational area under construction in Chennai Port Premises. Hence the site shall 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 extended at the discretion of the Nodal officer. Depending upon the date of handing over the site to the contractor or delay due to port activities, the Nodal officer 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.

- 2.2 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 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 Nodal Officer.
- 2.3 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.

- 2.4 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 in **Cover I**. 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 Nodal Officer or his nominee for approval, his proposals for all temporary works including drawings and design calculations. The Nodal Officer or his nominee 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 Nodal Officer or his nominee 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 Nodal Officer within seven days of receipt of such communication. The Nodal Officer will thereupon consider the matter and communicate his decision, which shall be final and binding on the contractor. Notwithstanding the approval by the Nodal Officer or his nominee of any submitted design for any of the temporary works the contractor shall remain entirely responsible for such works in all respects.
- 2.5 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.
- 2.6 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 Nodal Officer or his nominee 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.
- 2.7 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 Nodal officer 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.

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 Nodal officer or his nominee.

- 2.8 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.

3. 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 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 Nodal Officer's instructions. If the contractor fails to comply with the Nodal Officer's instructions, the Nodal Officer or his nominee shall repair the damage and recover the cost of such repairs from any moneys due or becoming due to the contractor. In the event of any such damage, loss or injury happening from any of the excepted Risks, the contractor shall if and of the extent required by the Nodal Officer 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 course of any operation carried out by him for the purpose of complying with his obligations.

However, if

- a) If the Nodal Officer 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 Nodal Officer, 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.

4.1 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 Employer's Engineer or Nodal Officer 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 Employer's Engineer or Nodal Officer may consider necessary. If the work or repair so done by the Employer is work which in the opinion of the Employer's Engineer or Nodal Officer, 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. The Port also reserves the right, to encash the Bank Guarantee deposited in the Trust favour towards Security Deposit for recovering the dues, claims, charges etc., payable to the Trust by the Contractor. Provided always that Employer's Engineer or Nodal Officer (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.

4.2 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.

5.1 Accident or injury to workmen:

The Employer 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 Employer against all such damages and compensation and against all claims, demands, proceedings, costs, charges, expenses whatsoever in respect thereof or in relation thereto.

5.2 Damage to person 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 Board 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 Board to construct the works or any part thereof on over under or in 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 Board, its 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 in which land crops will be distributed or damaged as an inevitable consequence of the carrying out of the works.

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 Employer's Engineer. The contractor shall also report such accidents within the prescribed time to the competent authorities to whom such report is required to be made by law.

6. SERVICE AVAILABLE AT COST:

6.1 Supply of water for the works:

The contractor will be provided with one point subject to availability for the supply of water near the site of work. He should make his own arrangements for tapping, storing and lifting, if any, including laying pipeline from the point so provided. The cost of water supplied to the contractor plus meter hire charges will be recovered at the rates prevailing from time to time (**the present charges for water supplied to the contractor is Rs.100/- per 1000 litres and meter hire charge is Rs.1/- per month**) and the water supply is subject to cuts and other restrictions that may become necessary from time to time. The water supply is also subject to departmental rules and regulations as regards shutdowns for repairs and overhauls. The contractor shall not claim damages for stopping water supply for any reason whatsoever. In case the department is unable to supply water due to any reason, the contractor should not sink any well in the site. The contractor shall make his own arrangements to get usable water at his own cost from outside.

6.2 Electricity Supply for Works:

Electrical power required by the contractor will be provided to the extent that can be conveniently spared by the Trust from time to time close to the site of works at 250 volts single phase 50 cycles or 440 volts 3 phase 50 cycles at eight points, four for power and the other four for lighting. The power and light points will be provided by the Trust at Trust's cost. Any extension of wiring from the above points for lighting and power and its removal after the completion of contract will have to be arranged by the contractor through licensed contractors at his own expense in such a manner as approved by the Chief Electrical Inspector to the Government of TamilNadu and also by the Chief Mechanical Engineer of the Chennai Port Trust or his representative. If any extra point of supply is required, the same will be arranged by the Trust at its discretion, subject to the availability of power or other facilities and the cost of the same, as detailed below will be recovered by the Board from contractor's bills or any other amount due to him. The cost of such work based on the labour charges with material cost including overheads, storage and profit as fixed by the Board from time to time will be recovered from the contractor. Any materials used for such extra work will be deemed to be the property of the Trust and will not be returned to the contractor. The cost of energy consumed by the contractor plus meter hire charges shall be recovered at the rates prevailing from time to time. **The present charges of electricity for the temporary connection are Rs.10.50/- per unit or fixed charges of Rs.300 per KW per month whichever is higher.** The power supply shall also be subject to departmental rules and regulations as regards shutdown for repairs and overhauls. The contractor shall not claim damages for shortage or cuts in power supply for any reasons whatsoever. Whenever the contractor utilises electricity for welding

purposes from the power supply point provided, he shall use capacitors in the circuits to maintain the minimum power factor of 0.85. If the contractor is found to violate this requirement, the entire consumption recorded on the energy meter provided for power supply point shall be charged at the revised rates (i.e.) the rate for power unit with an addition of 20% of rate per unit in addition to Central Excise surcharge of 3 paise per unit or as applicable.

a) The contractor should make a Security Deposit equivalent to three months consumption charges as per TNEB Norms for Temporary connection

b) The contractor should pay every month electricity consumption as per the bill.

c) The Security Deposit will be refunded after the completion of the works.

d) The tariff indicated in pre-para is applicable with effect from 21.06.13 and a general practice is followed that whenever there is a revision of tariff in Tamilnadu Electricity Board, the same is applicable to the contractor.

e) In addition to the LT bill amount payable for the electricity charges to Chennai Port Trust 20% of service charges/overhead charges is collected along with GST shall be charged.

7. Cement

The Port will not supply the cement required for the work and the contractor has to make his own arrangements.

8. Steel

The Port will not supply the steel required for the work and the contractor has to make his own arrangements.

9. 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.

10. Water and Fuel for plants and Machinery:

The contractor shall make his own arrangements for the supply of water, fuel, etc., at his own cost for the plants and machinery etc.

11. 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 tenderers to submit the following in their letterhead for ECS procedure. Name of the bank branch with address, MICR No. Account No. type of account to be duly endorsed by the Bank Branch Manager.

Particulars of the bank A/C

1. Bank Name

2. Branch name & address
3. Phone no.
4. Type of account
5. Account Number
6. Nine digit MICR code number
7. IFSC code number
8. Income tax PAN
9. GST Registration

12. GENERAL CONDITIONS RELATING TO WORKS

12.1 Assistance for the Nodal Officer

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

12.2 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 Nodal officer 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 Nodal officer at his cost.

The existing Eastern breakwater is founded on Rubble bed and proper care should be exercised while driving pile adjacent to breakwater.

13. Expatriate Personnel

The contractor shall make his own arrangement to obtain immigration or any other approval required for his expatriate personnel.

14. Shipment and Landing Charges Customs Duty ,Etc.,

The contractor shall bear all expenses in connection with the shipment and landing of any plant, materials or other things imported or brought for the purpose of the contract. The rates quoted by the contractor shall also include the cost of customs duties on any plant, materials or things imported into by him for the contract whether for permanent or temporary works.

15. Unauthorized Persons

No unauthorized persons will be allowed at 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.

16.1 Fire Fighting Arrangements

The contractor shall provide suitable arrangement for fire fighting. For this purpose he shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are to be always filled with sand and some with water. These equipment shall be provided at prominent and easily accessible places as directed by the Nodal Officer and shall be properly maintained.

16.2 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 Nodal Officer. The appliances and equipment shall be available for use at all times.

17. Site Register

For the purpose of quick communication between the Nodal officer 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 Registers, such as communication from one party to the other shall be deemed to have been adequately served in terms of **Clause – 6** of the General Conditions of Contract Sec. 3. 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 Nodal officer. Any instruction or order which the Nodal officer may like to issue to the contractor may be recorded by him in the Site Register and two copies thereof taken by him for his record.

18. Construction Records

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

18.1 Progress Photographs chronological is necessary for this work

The contractor shall arrange to take Progress Photographs regularly at his cost. The positions from which the photographs are to be taken shall be directed by the Nodal Officer. The contractor shall submit on monthly basis minimum one set of colour photographs (size 15cm x 10cm) each set containing 12 photographs in albums and also in CD form. Prints may not be reproduced without the approval of the Nodal Officer .

No extra rate shall be paid for this purpose and the quoted rate is deemed to cover the cost of this item also.

19. Temporary Fencing

The contractor shall at his cost provide and maintain temporary fencing both fixed and movable type and gates to adequately enclose all boundaries of the site office / site workshop, site stores etc., including security and in accordance with the requirements of the Nodal officer 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.

20. Temporary Access

Access shall be provided to the site by the contractor from the nearby main road at no extra cost as directed by the Nodal officer or his representative. 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.

21. License, Permits, etc.,

The contractor shall make his own arrangements for obtaining all necessary licenses, permits etc., for his crafts and also 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.

22. 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 Nodal officer 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.

23. 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 Nodal officer and / or the Employer of the utility, highway, road or other property.

24. 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.

25. Limitation of Operations

The contractor shall refrain entering area of the site not allocated to him unless he obtains the prior written approval of the Nodal officer 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 clearance / consent of the Nodal officer 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.

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

26. 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 Nodal officer.

27. Stoppage of Works

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

28. 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.

29. Working Condition

29.1 Access to the Site

The access of men and materials to the site has to be through any 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.

29.2 Port Requirement

The normal port operations will be continued throughout the progress of the works and the contractor shall carryout their works without any hindrance to others.

The contractor shall obey orders and directions given by the Nodal officer 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 Nodal officer may consider it essential to do so.

29.3 Provision of materials, stores, equipments and craft

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

29.4 Wrecks and other obstructions

Unless the Nodal Officer directs otherwise all wrecks and other objects encountered during the execution of work shall be lifted, removed and disposed of by the contractor

29.5 Interruptions of work and idle time charges

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

Any claim for idling of the contractor's plant and machinery or any other inputs shall not be entertained by the Port for reasons whatsoever including non-availability of working area and therefore the contractor may consider all such events including the normal Port operations and submit their offer accordingly.

For the reasons stated or for any other reasons, no claim on idle time charges shall be entertained by the Port.

29.6 Clearance of site on completion

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

29.7 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.

30. Survey

30.1 Survey and Setting Out

30.1.1 The contractor shall at his expenses carryout all the necessary surveys, measurements and setting out of the works and shall for this purpose engage qualified and competent Engineering surveyors whose names and qualifications shall be submitted to the Nodal officer for his approval.

30.1.2 The contractor shall provide for the purpose of checking the survey and setting out to the Nodal officer. All the assistance, which he may require the chainman shall be selected having appropriate

experience and as far as possible the same chainman shall be provide throughout the contract period.

30.1.3 Before commencing any work at any location the contractor shall give the Nodal officer not less than two days notice of this intention to set out or give levels for any part of the works in order that arrangements may be made for inspection.

30.2 Survey instruments

30.2.1 The contractor shall provide for the sole use of the Nodal officer and his nominee all necessary survey instruments and other equipment and all technicians, labour and attendants which the Nodal officer or his nominee may require for checking the setting out and making of the works.

30.2.2 The contractor shall maintain in good working order at all times during the period of contract the instruments provided by him for the proper setting of the works.

30.2.3 The contractor shall make available, at his own expense, any poles, pegs, staging, templates or profiles required by the Nodal Officer or his representative for inspection and/or measurements of the works.

CHENNAI PORT TRUST

TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)” Specification of Materials and Works

Part – II – A – General

1. GENERAL PROVISION

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. Where relevant BIS Standards do not exist, the latest aversion of the relevant British Standard Specification or Standard of the American Society for Testing Materials shall apply. Equivalent standards from other countries may be used provided they are demonstrated to be equal to or more onerous than the standard quoted. In such a case, the standard shall be provided with an acceptable translation.

IS / BIS	:	Indian Standards
BSS	:	British Standard Specification
Cp	:	British Standard Code of Practice
ASTM	:	Standard of the American Society for Testing Materials

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 Nodal officer or his nominee.

- 1.2 All materials used shall be new and no material shall be used on the work without the prior approval of the Nodal officer or his nominee.
- 1.3 The decision of the Nodal officer or his nominee 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 Nodal officer or his nominee 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.

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 Nodal officer. The Contractor may substitute similar Products of atleast equal quality

and suitability, subject to the approval of the Nodal officer 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.

3. Test Certificates

Where specified, each consignment of materials or products intended for use in the Permanent works shall be accompanied by a manufacturer's test certificate showing that it conforms in all respects to the appropriate standards and specifications.

If no such certificates are enclosed, the Nodal officer shall have the materials or products tested in any of the approved laboratories approved by ISI/NHAI/PWD/Chennai Corporation. The costs of such tests shall be borne by the Contractor.

4. As-Built Drawing

During performance of work under this contract, the Contractor shall keep at the site of the works, a record as a set of transparencies which shall be kept marked up in detail to indicate such changes or additions as may be requested by the Nodal officer or required to suit field or other conditions. Whenever, requested by the Nodal officer during the execution of the works, the contractor shall submit copies of these up-to-date drawings. After completion of the project in all respects, the contractor shall submit as-executed drawings incorporating all changes made by the Nodal officer during execution, in the form of CDs along with one set of hard copies.

5. Works To Be Kept Dry

If certain parts of the Works or Temporary works are liable to flooding at any stage, the Contractor shall be responsible for preventing such flooding and for promptly rectifying any damage to the works or Temporary works so occasioned by flooding.

6. MATERIALS AND WORKMANSHIP

6.1 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 Nodal officer. Those materials, which shall conform to the relevant standards, shall be subject to the approval of the Nodal officer and shall be subjected from time to time to such tests as the Nodal officer may direct. Tests shall

be carried out in any of the approved laboratories approved by ISI/NHAI/PWD/Chennai Corporation as directed by the Nodal officer. 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 Nodal officer.

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

6.2. SAMPLING

Samples shall be taken in accordance with the relevant standards and in such a way and number that they can be considered to be representative of the full quantity of materials from which they are taken.

Samples submitted for approval of materials to be supplied, or of the standard of workmanship and subsequently approved will be kept by the Nodal officer's nominee who may reject all materials or workmanship not corresponding in quality and character with the approved samples.

6.3. TESTING

All materials intended to form part of the Works shall, unless otherwise directed by the Nodal officer, be tested in accordance with relevant standards and with the requirements of this specification.

The contractor shall carry out such tests of his own as is necessary to ensure compliance with the Specifications.

The Contractor shall be entitled to be represented at all tests carried out by or on behalf of the Nodal officer in order to determine whether workmanship and materials meet the requirements of the Specifications. Sufficient notice shall be given to the Contractor to enable him should he so wish to be present during any control test. Should the Contractor not wish to witness or be present at any control test, it shall be assumed that the Contractor accepts the validity of the results of that test.

6.4 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 all materials intended to form part of the works.

6.5 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.

6.6 INSPECTION BEFORE CONCEALMENT

Whenever work requiring inspection or testing is subsequently to be

concealed, due notice shall be given to the Nodal officer so that inspection may be made or tests witnessed before concealment. Failure to give such notice may necessitate the Contractor's uncovering the work for inspection purposes and reinstating it all at his own expense.

7. LEVELS AND DIMENSIONS

The Contractor shall carryout his own surveys and measurements to verify existing levels and dimensions of existing features shown on the drawings, as and when deemed necessary by him.

Wherever dimensions or levels are shown on the Drawings such dimensions or levels shall take precedence over dimensions scaled from the Drawings and scaled dimensions shall be used only in the absence from the Drawings and/or elsewhere of other more precise information. Large scale Drawings shall be used in preference to drawings of a smaller scale. In the event of discrepancies between the Drawings and the specifications, the specifications shall have precedence over the Drawings. Whenever there is any doubt or inconsistency regarding the levels/datum's etc., indicated in the drawings, the same shall be got clarified from the Nodal officer before proceeding with the works. The Nodal officer's decision will be final and binding on the contract.

8. SETTING OUT

8.1. SETTING OUT THE WORKS

Setting out the works shall be done by the Contractor by such dates as to permit timely commencement of the work. The Contractor shall furnish, install and maintain all markers and other items necessary to define the works. The setting out of the Works under Contract shall be executed by the Contractor with the Nodal officer's nominee in attendance.

8.2. CHECKING OF SETTING OUT

The Contractor shall provide the Nodal officer's nominee with sufficient equipment, duly calibrated in the field, labour and materials to enable the Nodal officer's nominee to check the Contractor's setting out, at any time the Nodal officer's nominee may direct.

9. DATA FOR SETTING OUT THE WORKS

Prior to commencement of work, the Contractor shall engage a qualified Surveyor to check the locations and levels of the existing reference points at the Site and install additional reference points for his works, which will not be affected by construction operations. Coordinates and levels of existing reference points will be provided by the Nodal officer but the Contractor shall carry out all additional survey and leveling work necessary for setting out the works in fulfillment of

his obligations.

10. CONDITIONS OF SITE

Before carrying out any work, the Contractor shall inspect the Site in conjunction with the Nodal officer's nominee to establish its general condition which shall be agreed and recorded in writing, and where, in the opinion of the Nodal officer or his nominee it is deemed necessary, by means of photographs.

The boundary of the land provided for the execution of the works will be defined by the Nodal officer's nominee 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 Nodal officer's nominee may require.

- 11.** The working area should be cordoned off from the rest of the road and there should be no obstruction/hindrance to the handling operations in the vicinity. The newly constructed structure shall be protected against all traffic usage including that during construction by providing necessary barricading, danger lights and flags etc., wherever necessary. Any part of the structure damaged by traffic or other causes occurring prior to its final acceptance shall be repaired or replaced in a manner satisfactory to the Nodal officer or his nominee. Traffic shall be excluded from the newly constructed structures for a period of 14 days. Before the area is opened to traffic, it shall be cleaned.
- 12.** 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 Nodal officer's nominee when each stage is ready. In default of such notice, the Nodal officer's nominee shall be entitled to appraise the quality and extent thereof.
- 13.** No work shall be covered up or put out of view without the approval of the Nodal officer's nominee 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 Nodal officer's nominee whenever any such work or foundation is ready for examination and the Nodal officer's nominee 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 Nodal officer's nominee uncover such work. The entire cost of such uncovering of work and making good the same thereafter to the satisfaction of the Nodal officer's nominee shall be born by the contractor.
- 14.** 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.

15. As soon as in the opinion of the Nodal officer, the work has been completed and satisfactorily passed in the final test that may be prescribed by the contract, the Nodal officer shall on receiving a written undertaking by the contractor, issue a certificate of completion in respect of the works and the period of maintenance shall commence from the date of such certificate.

PART – II- B- 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 Nodal officer or his nominee.

2. Cement:

- 2.1. The contractor shall procure either 43 Grade (conforming to IS 8112) or 53 grade (conforming to IS 12269) Ordinary Portland cement or any other special grade/quality of cement as required for the work, from reputed manufacturers of cement such as Ultra Tech, Birla, ACC, India Cements, Madras Cements, Chettinadu Cements, Dalmia Cements or any other equivalent brands as approved by the Nodal Officer or his nominee.

In case of non-availability of Ordinary Portland cement, Portland pozzolana cement conforming to IS 1489 shall be used with suitable admixtures to attain the required strength.

- 2.2. Supply of cement shall be made in 50-Kg bags bearing manufacturer's name and BIS marking. Every consignment of cement shall be accompanied with the manufacturer's test certificate with the following specific information / details:

- i. The complete test results conducted for the specifications mentioned in the contract.
- ii. Reference to the supplies made on the strength of the test certificate sent to the Trust.
- iii. The competent officer of the supplier should authenticate all the entries made in the test certificate.

The test certificate can be either original or zerox copy duly authenticated by a responsible official of the supplier.

- 2.3. If so desired or if the cement so supplied are not accompanied with such test certificates, samples of cement procured by the contractor shall be taken by the Nodal officer's nominee and got tested in accordance with provisions of relevant BIS codes. In case, test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be

removed from the site by the contractor at his own cost within a week's time from the date of written order from the Nodal officer or his nominee to do so.

- 2.4.** The cement shall be brought to site in bulk supply of approximately 10 tonnes or as decided by the Nodal officer or his nominee.
- 2.5.** The cement shed with a capacity to store a minimum of 200 bags of cement or as decided by the Nodal officer or his nominee shall be constructed by the contractor at the site of work for which no extra payment shall be made. Double lock provision shall be made to the door of the cement godown. The keys of one lock shall remain with Nodal officer's nominee and the key of the other lock shall remain with the contractor. The contractor shall be responsible for the watch & ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Nodal officer or his nominee at any time. Thatched shed shall not be permitted.
- 2.6.** If the consignment is not accompanied with manufacturer's test certificate or any additional test ordered by the Nodal officer's nominee at random the contractor shall supply free of charge the cement required for testing. The cost of tests shall be borne by the contractor/department in the manner such indicated below;
- i) *By the contractor, if the results show that the cement does not conform to relevant BIS codes or the cement supplied by them is not accompanied with manufacturer test certificate leading to testing of cement at site.*
 - ii) *By the Department, if the retest results carried out at site show that the cement conforms to relevant BIS codes.*
- 2.7.** The requirements of cement shall be calculated on the basis of the standard formula for consumption of cement as laid down by the Nodal officer or his nominee and over this theoretical quantity, the variation allowed shall be plus or minus 2% only.
- 2.8.** The actual issue and consumption of cement on work shall be regulated and proper accounts maintained. The theoretical consumption of cement shall be worked out on the standard formula as laid down by the Nodal officer or his nominee. Over this theoretical quantity shall be allowed a variation of minus 2%. In the event of it being discovered that the quantity of cement used is less than the quantity ascertained as hereinbefore provided (allowing variation on the minus side as stipulated above), the cost of quantity of cement not so used shall be recovered from the contractor at the local market rate prevailed during that time.

- 2.9.** Cement brought to site and cement remaining unused after completion of work shall not be removed from the site without the written permission of the Nodal officer or his nominee.
- 2.10.** A Copy of the manufacturer's test certificate showing conformity of the particular consignment to BIS specifications in addition to the invoice and bills shall be submitted by the contractor for the supply of cement.

3. Grading of Aggregates

i. Fine Aggregate:

Aggregate most of which passes through 4.75mm IS sieve is known as fine aggregate. Fine aggregate shall consist of natural river sand conforming to IS:383. It shall be hard, durable, chemically inert, clean and free from adherent coatings, organic matter etc. and shall not contain any appreciable amount of clay balls or pellets and harmful impurities e.g. iron pyrites, alkalis, salts, coal, mica, shale or similar laminated materials in such form or in such quantities as to cause corrosion of metal or affect adversely the hardening, the strength, the durability or the appearance of mortar, plaster or concrete. The grading of fine aggregate for concrete shall be within the limits of either zone I or zone II of the IS 383, table 4.

ii. Coarse Aggregate:

It shall consist of naturally occurring granite (broken stone) stones. It shall be hard, strong, dense, durable and clean. It shall be free from veins, adherent coatings, injurious amounts of disintegrated pieces, alkali, vegetable matter and other deleterious substances. It shall be roughly cubical in shape. Flaky and elongated pieces shall be avoided. The overall grading of the coarse aggregate, viz., graded aggregate of nominal size 20 mm shall conform to the requirements specified in IS 383. The contractor shall, if required by the Nodal officer, obtain the specified grading by combining single aggregates in proportions to give the specified grading.

iii. Storage of Aggregates:

Each size of fine and coarse aggregates shall be stored in separate areas covered with metal sheets, concrete or other hard and clean surface, which shall be self-draining and protected from contamination by earth or other deleterious matter. All roads from source to storage areas and between and around storage areas shall be metalled in such a way, that no mud or other contamination for aggregates can stick on the tyres of the transporting equipment for aggregates.

Fine and coarse aggregates shall be stored in such a way so as to avoid intermixing of different aggregate sizes.

4. Works Tests on Aggregates:

During the course of the Contract, fine and coarse aggregates shall be tested at site as often as required by the Nodal officer and at the Contractor's expense. Tests shall be carried out in accordance with

the methods specified in Table: 1 below, unless otherwise ordered by the Nodal officer.

TABLE 1: WORKS TEST ON AGGREGATES

Test	Method of Test
Particle size	IS 2386 Part I
Silt content by field settling test	IS 2386 Part I
Moisture content	IS 2386 Part III
Organic impurities content	IS 2386 Part II

5. Water:

The water used for all purposes throughout the Works shall be free from objectionable quantities of silt, organic matters, alkali, salt or other impurities.

The water used for curing the concrete, shall be from an approved source and shall contain no deleterious matter which significantly affects the setting time or strength or durability of the concrete or which has any effect on the appearance of the hardened concrete by discoloration or efflorescence. The use of seawater shall not be permitted.

Generally, water used for curing shall be free from oil, salt and organic impurities and shall not contain more than 500 mg/1 of chlorides as Cl nor more than 500 mg/1 of sulphates as SO₃ at any one same time.

6. Steel:

6.1. The contractor shall procure steel reinforcement bars conforming to IS 1786-2008/IS 432(PART I)-1982 code from producers such as SAIL, VSP, TISCO and also from firms having the ISI mark as approved by the Nodal officer's nominee in respect of all supplies of steel brought by him to the site of work. The steel procured from local manufacturers or re rolled bars producers is not allowed.

6.2 The steel reinforcement shall be brought to site in bulk consignment of 5 tonnes or more or as decided by the Nodal officer's nominee. Every consignment of steel shall be accompanied by the manufacturer's test certificate with the following specific information / details:

The complete test results conducted for the specifications mentioned in the contract.

Reference to the supplies made on the strength of the test certificate sent to the Trust.

The competent officer of the supplier should authenticate all the entries made in the test certificate.

The test certificate can be either original or Photo copy duly authenticated by a responsible official of the supplier.

- 6.3** The steel reinforcement shall be stored by the contractor at the site of work in such away as to prevent any distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.
- 6.4** For checking nominal mass tensile strength, bend test, re-bend test etc., specimens of sufficient length shall be cut from each size of the bar at random and at frequency not less than mentioned in latest revision of IS:1786.
- 6.5** The contractor shall supply free of charge, the steel required for testing and the cost of tests shall be borne by the contractor / department in the manner indicate below:
- i) By the contractor, if the results show that the steel does not conform to the relevant BIS code or if the steel supplied by them are not accompanied with manufacturer's test certificate leading to testing of steel at site.*
 - ii) By the department, if the retest results carried out at site show that the steel conforms to relevant BIS code.*
- 6.6** The actual issue and consumption of steel on work shall be regulated and proper accounts maintained. The theoretical consumption of steel shall be worked out as per procedure prescribed below:
Theoretical quantity of steel shall be taken, as the quantity required as per design or as authorised by the Nodal Officer including authorised Lappages. The cost of the quantity of steel actually consumed in excess of this theoretical requirement will be borne by the contractor and no payment will be made for this.
- 7.** All materials used shall be new and no material shall be used on the work without the prior approval of the Nodal officer or his nominee.
- 8.** The decision of the Nodal officer or his nominee 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 Nodal officer or his nominee 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.
- 9.** All the work shall be carried out as per relevant specifications and to the satisfaction of the Nodal officer.
- 10.** 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.

PART – II – C- SPECIFICATION OF WORKS

1. Demolition/ Dismantling

- 1.1 The term **Demolition** implies breaking up. This shall consist of demolishing whole or part of work including all relevant items as specified or shown in the drawing.
- 1.2 The term **Dismantling** implies carefully removing without damage (up or down). This shall consist of dismantling one or more parts of the structure and other structures specified or shown in the drawing.
- 1.3 The contractor is deemed to have inspected the structures for dismantling/ demolition and acquainted himself with their condition. The dismantling/ demolition shall be done carefully, without causing any damage to the property of the port and / or other agencies. The debris collected after dismantling / demolition shall be immediately cleared from the site and dumped at the places as directed by the Nodal officer or his nominee within the Harbour premises.
- 1.4 The demolished materials shall not be used by the tenderer for any other works.
- 1.5 Demolition shall always be planned beforehand and shall be done in reverse order of the one in which structure was constructed. The scheme of demolition/ dismantling of structures shall be got approved from the Nodal officer before starting the work.
- 1.6 Any serviceable materials, obtained during dismantling or demolition, Earthwork excavation shall be separated out and stacked properly as directed by the Nodal officer within a lead of 50 metres as specified and handed over to the departmental stores/ RSO yard as directed. All debris shall be disposed of as directed by the Nodal officer from the existing structures.
- 1.7 Pre measurements will be jointly recorded for the dismantling items by the contractor (or his representative) and Nodal officer's nominee before starting the dismantling work.
- 1.8 The tenderers are advised to inspect the site of work, acquaint themselves about the conditions prevailing at the site of work and then quote the rates accordingly. The contractor shall arrange at his own cost to provide necessary barricades, danger signals and sign boards and also demarcate and isolate the working area so as to prevent unauthorized entry into the premises and also ensure safety of persons and property.

2 Removal of improper works & material:

The Nodal officer shall during the progress of the works have power to order in writing from time to time the following:

- i. The removal from the site within such time or times as may be specified in the order of any materials, which in the opinion of the Nodal officer are not in accordance with the contract.
- ii. The substitution of materials not in accordance with the contract by proper and suitable materials and
- iii. The removal and proper re-execution (notwithstanding any previous test thereof or interim payment thereof) of any work which in respect of materials or workmanship is not in the opinion of the Nodal officer in accordance with the contract.

3 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.

As soon as in the opinion of the Nodal officer, the work has been completed and satisfactorily passed in the final test that may be prescribed by the contract, the Nodal officer shall on receiving a written undertaking by the contractor, issue a certificate of completion in respect of the works and the period of maintenance shall commence from the date of such certificate.

4. Drawings

After each survey the Contractor shall immediately prepare drawings on which shall be recorded the results of the survey in the form of plans, to a scale of 1:100 or as directed by the Nodal officer nominee and cross sections to a scale agreed by the Nodal officer.

All survey charts to be produced by the contractor shall be reduced to Chart Datum (CD), and the depths and / or heights shall be plotted in metres and centimeters. The charts are to be presented to the Nodal officer in the approved form and with sufficient required number of copies.

* * * * *

SECTION 6

SCHEDULE OF DRAWINGS

CHENNAI PORT TRUST

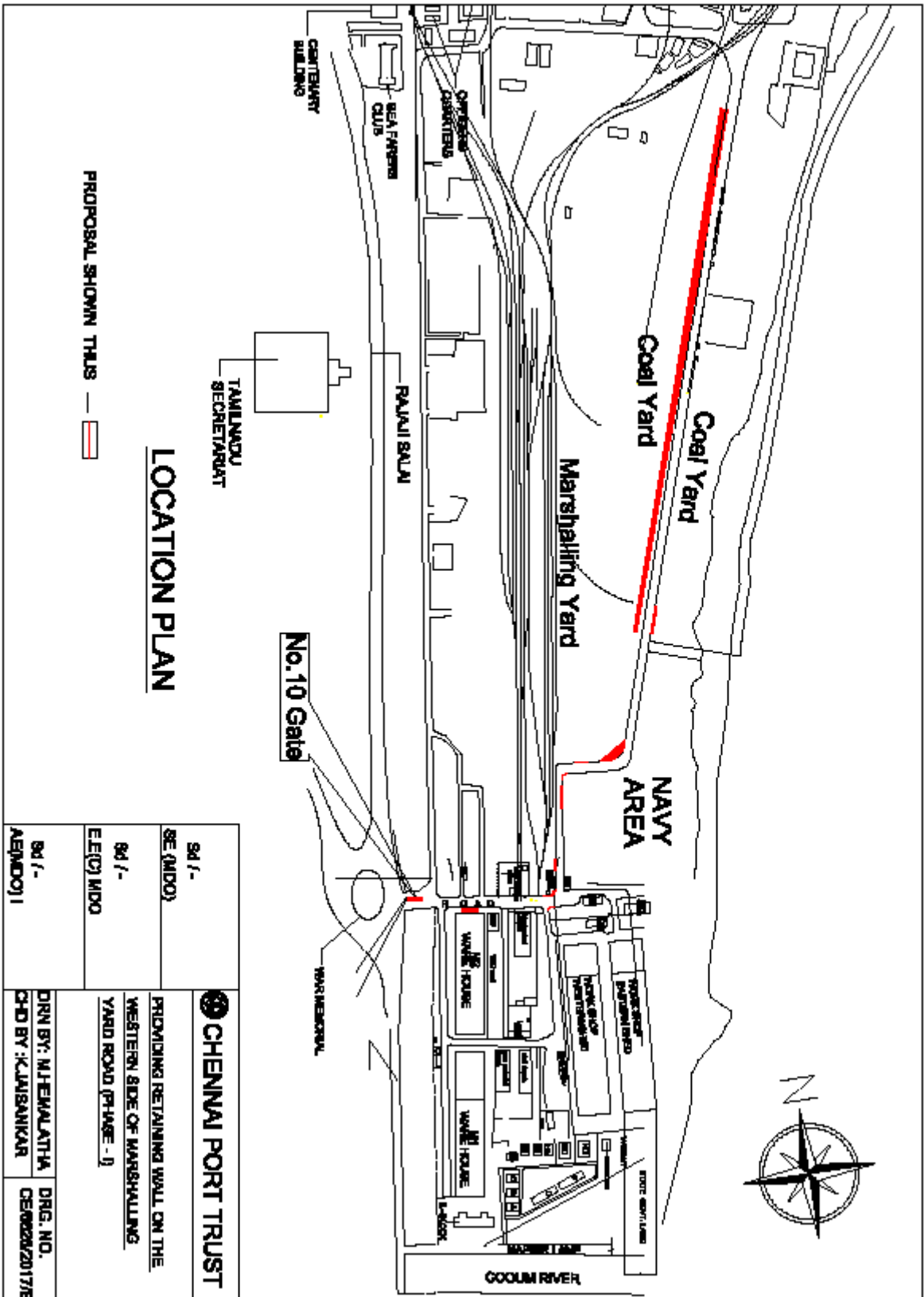
TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”

SECTION 6

SCHEDULE OF DRAWINGS

1. No.CE/ 6626 /2017 - Location Plan
2. No.CE/6626(a) /2017 - Details of Reinforcement for Retaining wall, Kerb wall, etc.,

Supplementary drawings if any, which the Nodal officer may issue from, time to time or approve during the currency of contract, will also form part of the contract.



LOCATION PLAN

PROPOSAL SHOWN THUS — [Red Line Symbol]

SA / - SE (A/D/O)	CHENNAI PORT TRUST PROMISING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE - I)
SA / - E/E(G) M/D/O	
SA / - A/EMD/O 11	DRN BY: M.JEMALATHA CHD BY: K.JAISANKAR
	DRG. NO. CE/0622/2017E

SECTION 7
FORM OF SECURITIES AND OTHER
FORMATS

CHENNAI PORT TRUST

TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”

SECTION 7

FORMS OF SECURITIES AND OTHER FORMATS

Acceptable forms of securities are annexed. Bidders should not complete the Performance Security form at this time. Only the successful Bidder will be required to provide Performance Security in accordance with one of the forms or in a similar form acceptable to the Employer.

Annexure	Description	Remarks
1	Specimen format for Declaration	To be filled and enclosed by all bidder at the time of submission of Bid under Cover I <u>(To be uploaded online)</u>
2	Proforma of Integrity Pact	To be filled and enclosed by all bidder at the time of submission of bid. To be uploaded online and scanned original document to be enclosed along with original financial instrument.
3	Form of Contract Agreement	To be executed by the employer and successful bidder after issue of LOA
4	Specimen Bank Guarantee for Performance Guarantee /Security Deposit	To be executed by Bank for successful bidder
5	Specimen letter of Authority from bank for all BG'S	To be executed by Bank for successful bidder
6	Notice to proceed with the works	To be issued in accordance with the contract conditions
7	Specimen bond undertaking proforma for 'PF'	To be executed if applicable on obtaining work order
8	Specimen bond undertaking proforma for 'ESI'	To be executed if applicable on obtaining work order
9	Specimen format for GST	To be filled and enclosed by all bidder at the time of submission of Bid under Cover I <u>(To be uploaded online)</u>

SPECIMEN FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

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

**TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE
OF MARSHALLING YARD ROAD (PHASE-I)”**

Ref: **Tender No. T/WMA3/ 34 /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 uploaded Port tender document of Tender No. T/WMA3/34/2017/E is full and final for all legal / contractual obligations.
(delete if not required)

Date:

Place:

Name of the applicant:

Represented by (Name & capacity):

PROFORMA OF INTEGRITY PACT

(The Integrity pact agreement shall be executed in Rs.100/- non-judicial stamp paper and shall be enclosed along with original financial instrument and reach ChPT corresponding address before opening Technical bid as per date and time given in this Tender)

GENERAL

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

BETWEEN

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

AND

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

Preamble

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

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

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:- Enabling the PRINCIPAL/EMPLOYER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on

public procurement, and Enabling BIDDERS / CONTRACTORS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL/EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Commitments of the PRINCIPAL/EMPLOYER

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

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

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

If the PRINCIPAL/EMPLOYER obtains information on the conduct of any of its employees with full and verifiable facts and the same is prima facie found to be correct which is a criminal offence under the Indian Penal Code / Prevention of Corruption Act, or if there be a substantive suspicion in this

regard, the Principal will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Commitments of the BIDDER / CONTRACTOR

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

- i. The Bidder / Contractor will not enter with other Bidder / Contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- ii. The Bidder/Contractor will not commit any offence under the Indian Penal Code, 1860 / Prevention of Corruption Act, 1988 further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- iii. The Bidder / Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any official of the Principal/Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- iv. The Bidder / Contractor further undertakes that it has not given, offered or promised to give directly or indirect any bribe, gift, consideration, reward, favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to

any official of the Principal/Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Principal for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Principal.

- v. The Bidder / Contractor of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- vi. Bidder / Contractors shall disclose the payments to be made by them to agents or any other intermediary, in connection with this bid/contract.
- vii. The Bidder / Contractor further confirms and declares to the Principal/ Employer that the Bidder / Contractor is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal/Employer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder / Contractor, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- viii. The Bidder / Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Principal/Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- ix. The Bidder / Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

- x. The Bidder / Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- xi. The Bidder / Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal/Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- xii. The Bidder / Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- xiii. The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- xiv. If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Principal/Employer, or alternatively, if any relative of an officer of the Principal/Employer has financial interest / stake in the Bidder / Contractor's firm, the same shall be disclosed by the Bidder / Contractor at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- xv. The Bidder / Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Employer

Previous Transgression

The Bidder / Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government

Department in India that could justify Bidder / Contractor's exclusion from the tender process.

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

Sanction for Violations

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

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER / CONTRACTOR, However, the proceedings with the other BIDDER / CONTRACTOR (s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the P PRINCIPAL/EMPLOYER and the PRINCIPAL/EMPLOYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER / CONTRACTOR.
- (iv) To recover all sums already paid by the PRINCIPAL/EMPLOYER, and in case of an Indian BIDDER / CONTRACTOR with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India , while in case of a BIDDER / CONTRACTOR from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER / CONTRACTOR from the PRINCIPAL/EMPLOYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER / CONTRACTOR, in

order to recover the payments, already made by the PRINCIPAL/EMPLOYER, along with interest.

- (vi) To cancel all or any other Contracts with the BIDDER / CONTRACTOR. The BIDDER / CONTRACTOR shall be liable to pay compensation for any loss or damage to the PRINCIPAL/EMPLOYER resulting from such cancellation/ rescission and the PRINCIPAL/EMPLOYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER / CONTRACTOR.
- (vii) To debar the BIDDER / CONTRACTOR from participating in future bidding processes of the Principal for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL/EMPLOYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER/CONTRACTOR(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrecoverable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL/EMPLOYER with the BIDDER / CONTRACTOR, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the PRINCIPAL/EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- (xi) The Bidder / Contractor accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (xii) If the Bidder / Contractor can prove that he has restored /recouped the damage caused by him and has installed a suitable corruption prevention system, in such a case, it will be discretion of the Principal to revoke the exclusion prematurely.

- (xiii) The PRINCIPAL/EMPLOYER will be entitled to take all or any of the actions mentioned at Para (i) to (x) above of this Pact also on the Commission by the BIDDER / CONTRACTOR or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER / CONTRACTOR), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of corruption Act, 1988 or any other statute enacted for prevention of corruption.
- (xiv) The decision of the PRINCIPAL / EMPLOYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER / CONTRACTOR shall be final and conclusive on the BIDDER / CONTRACTOR. However, the BIDDER / CONTRACTOR can approach the Independent Monitor (s) appointed for the purposes of this Pact.

Fall Clause

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

Independent Monitors

The Principal/Employer has appointed an Independent External Monitors (hereinafter referred to as Monitor) Shri.P.Tamilvanan, No.714, Poosaripalayam, Coimbatore-641003 for this Pact in consultation with the Central Vigilance Commission.

- (a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

- (b) The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Chennai Port Trust.
- (e) The BIDDER / CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PRINCIPAL including that provided by the BIDDER / CONTRACTOR. The BIDDER / CONTRACTOR will also grant the Monitor, upon his request and demonstration of a valid interest unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor(s) with confidentiality.
- (f) The Principal / Employer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.
- (g) The Monitor will submit a written report to the designated Authority of Principal / Employer / Chief Vigilance Officer of Chennai Port Trust within 8 to 10 weeks from the date of reference or intimation to him by the Principal / Employer / Bidder / Contractor and should the occasion arise, submit proposals for correcting problematic situation.
- (h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the Indian Penal Code, 1860 / Prevention of Corruption Act, 1988 and the Principal / Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (j) The word 'Monitor' would include both singular and plural.

Facilitation of Investigation

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

Other Provisions

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

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

Law and Place of Jurisdiction

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

Other Legal Actions

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

Validity

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

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

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

Equal treatment of all Bidders / Contractors /Sub-Contractors

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

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

The Principal represented
by the Chairman, Chennai Port Trust

BIDDER / CONTRACTOR

Name of the Officer

Name

Designation

Designation

Witness 1

Witness 1

Name & address

Name & address

Witness 2

Witness 2

Name & address

Name & address

Place:

Date:

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

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

Whereas the Employer invited Tenders against Tender no. **T/WMA3/34/2017/E** for execution of **TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”** viz. and has accepted a Tender by the Contractor in accordance with the supply/delivery schedules, in the sum of _____ [Contract Price in words and figures, expressed in the Contract currency(ies) [hereinafter called “the Contract Price”]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract referred to.

2. The following documents shall constitute the contract between the Employer/Board and the contractor, and each shall be read and construed as an integral part of the contract:

- (a) This contract Agreement;
- (b) Technical Bid (Section 1 to 7)
- (c) Notice inviting tender;

- (d) Bidder's Documents such as Financial Instruments, Form of bid, Contractor's bid, Form 1 to 7 of Section 2, Annexure 1 to 3 of Section 7
- (e) Financial Bid
- (f) Replies issued to the pre-bid queries, addenda is any issued[Numbers and dates];
- (g) The Employer/Board's Notification of Award;
- (h) [Correspondence the Employer/Board had exchanged with the bidder till and after award of contract [specific letters and dates]
- (i) And [add any other document(s)]

AND WHEREAS

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

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

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

AND

In consideration of the due provision, execution and completion of WORK, CONTRACTOR does hereby agree to pay such sums as may be due to CHENNAI PORT TRUST for the services rendered by CHENNAI PORT TRUST to Contractor as set forth in CONTRACT and such other sums as may become payable to CHENNAI PORT TRUST

towards loss, damage to the CHENNAI PORT TRUST's equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the CONTRACT.

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

Signed:

in the capacity of Chief Engineer, Chennai Port Trust, Chennai

In the presence of

Witness:

1.

2.

For and on behalf of the Contractor

Signed:

Designation:

In the presence of

Witness:

1.

2.

SPECIMEN BANK GUARANTEE

PERFORMANCE GUARANTEE/SECURITY DEPOSIT

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

Bank Guarantee shall be encashable at Chennai

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

1. In consideration of the Board of Trustee's of Chennai Port incorporated by the Major Port Trusts Act, 1963 as amended by Major Port Trust (Amendment) Act 1974 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Trustee's of Chennai Port its successors and assigns) having agreed to exempt_____ (hereinafter called the "contractor")

(Name of the contractor/s)

from the demand under the terms and conditions of the contract, vide _____'s letter No._____.(Name of the Department) date ____ made between the contractors and the board for execution of _____ covered under **Tender No. T/WMA3/34/2017/E** dated ____ (hereinafter called "the said contract") for the payment of security deposit in cash or Lodgement of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and conditions of the said contract, on production of a Bank Guarantee for Rs._____(Rupees_____) only we, the (Name of the bank and address)_____ (hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs._____ (Rupees _____) only against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, (Name of the Bank), (Name of the Branch), do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the board by reason of any breach by the contractors of any of the terms and conditions of the said contract or by reason of the contractors failure

to perform the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. _____ (Rupees _____) only.

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

4. We,(Name of Bank and Branch) further agree with the board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the(Name of the user department) of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the bank shall be the request of the board but at the cost of the contractors, renew or extend this guarantee for such further period or periods as the board may require from time to time.

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

the law relating sureties would, but for this provision, have effect of so relieving us.

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

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

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

9. *Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only);
- b) This Bank Guarantee shall be valid up to _____; and
- c) We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of guarantee).

Date _____ day of _____ 2016

For (Name of bank)

(Name)

Signature

Annexure-5

SPECIMEN LETTER OF AUTHORITY FROM BANK FOR ALL BGs

(To be executed on Bank's Letter Head)

Date:

To,

The Board of Trustees of Port of Chennai,

Chennai Port Trust,

Chennai – 600 001

Dear Sir,

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

.....

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

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

Name of Signature of Bank Officer

ISSUE OF NOTICE TO PROCEED WITH THE WORKS

(letter head of the Employer)

dated _____

To

_____ (name and address of the Contractors)

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in ITB clause 32.1 and signing of the contract for the implementation/construction of _____ a Bid Price of Rs. _____ you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully

(Signature, name and title of signatory authorised to sign on behalf of Employer

Annexure-7

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

INDEMNITY BOND UNDERTAKING PROFORMA FOR 'PF'

(To be executed if applicable on obtaining work order)

From:

M/s.

(Contractor)

To

Board of Trustees of Chennai Port Trust

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

2. Agreement No. _____ dt: _____

This INDEMNITY BOND/UNDERTAKING executed at Chennai, 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 Port Trust", a body corporate under Major Port Trusts Act 1963, as amended by Major Port Trust (Amendment) Act 1974 and having its principal place of business at No.1 Rajaji Salai, Chennai - 600001. hereinafter called "Employer" (which expression shall include its successors and assigns in law)

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

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

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

Contract labour (Regulation and Abolition) Act 1970,

Workmen's Compensation Act 1923,

Employees State Insurance Act

As also the 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 INDEMNITY BOND UNDERTAKING BY THE CONTRACTORS to indemnify and keep indemnified the Employer as stated hereinafter.

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

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

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

confer the right on the Employer's representative to supervise the payment of wages to the 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)
.....

Annexure-8

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

INDEMNITY BOND UNDERTAKING PROFORMA FOR 'ESI'

(To be executed if applicable on obtaining work order)

From:

M/s.

(Contractor)

To

Board of Trustees of Chennai Port Trust

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

2. Agreement No. _____ dt: _____

This INDEMNITY BOND/UNDERTAKING executed at Chennai, 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 Port Trust", a body corporate under Major Port Trusts Act 1963, as amended by Major Port Trust (Amendment) Act 1974 and having its principal place of business at No.1 Rajaji Salai, Chennai - 600001. hereinafter called "Employer" (which expression shall include its successors and assigns in law)

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

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

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

Contract labour (Regulation and Abolition) Act 1970,

Workmen's Compensation Act 1923,

Provident Fund Act

As also Employees State Insurance Act

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

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

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

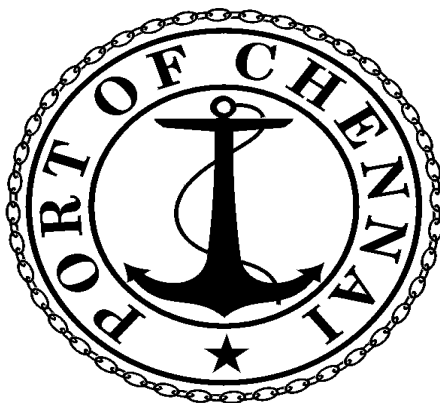
Annexure-9 (to be uploaded online)

CHENNAI PORT TRUST

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

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

Seal and Signature



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

Tender No. T/WMA3/ 34 /2017 E

**TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE
OF MARSHALLING YARD ROAD (PHASE-I)”**

THROUGH E-PROCUREMENT MODE

Volume – II
(Price Bid)

Due Date of online submission : 1500 Hrs. on 16.08.2017
Due Date & Time of bid opening : Intimated Later

Validate

Print

Help

Tender Inviting Authority: CHIEF ENGINEER, Chennai Port Trust

NAME OF WORK : TENDER FOR “PROVIDING RETAINING WALL ON THE WESTERN SIDE OF MARSHALLING YARD ROAD (PHASE-I)”

Contract No: T /WMA3/ 34 / 2017 / E

Bidder
Name :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl. No.	Description of Work	Quantity	Units	RATE In Figures To be entered by the Bidder Rs. P	AMOUNT in Figures Rs. P	TOTAL AMOUNT	AMOUNT In Words
1	2	4	5	13	53	54	55
1	Dismantling the existing RCC structures and wherever required without damaging the nearby structures including collecting and depositing the debris nearby within a lead of 50 m and retrieving the reinforcement for disposal and handing over to the RSD yard, within a lead of 1 KM all as specified and as directed, including all labour, tools,	5.00	1M³ (One Cubic Metre)				

	equipments, tackles, transport, fuel etc., complete.					
2	Dismantling the existing brick work in C.M, wherever necessary and as directed, without damaging the nearby structures, including collecting and depositing the debris nearby within a lead of 50m for transportation and disposal all as directed including all labour, tools, tackles, equipments, etc., complete.	10.00	1M ³ (One Cubic Metre)			
3	Dismantling the existing rich mix plain cement concrete to the required depth and level wherever required without damaging the nearby structures, including depositing the debris within a lead of 50m for transportation and disposal, all as directed, including all labour, tools, equipments, tackles, fuel, transport, etc., complete.	50.00	1M ³ (One Cubic Metre)			
4	Dismantling the existing lean mix plain cement concrete to the required alignment and level wherever required without damaging the nearby structures ,including	15.00	1M ³ (One Cubic Metre)			

	depositing the debris within a lead of 50m for transportation and disposal, all as directed ,including all labour, tools, equipments, fuel, transport, etc. complete.					
5a	Earth work excavation in ordinary soil, sand, clay mixed with roots, boulders (weighing individually less than 250 kg), debris, rubbish etc., as existing at site of work for all foundations and other such works as directed including dressing of sides, ramming of bottom as specified under relevant schedules and drawings, depositing the excavated earth within a lead of 50mfor transportation /refilling including shoring, strutting all labour, tools, tackles, equipment, fuel, etc., complete. Upto 1.50m Depth	2250.00	1M³ (One Cubic Metre)			
b	Above 1.50m to 3m depth	265.00	1M³ (One Cubic Metre)			

6	<p>Providing and laying levelling course in plain cement concrete of mix 1:4:8 in volumetric proportions (1 Cement: 4 Clean coarse river sand: 8 hard granite stone metal of 40 mm graded aggregate of nominal size) for leveling course in foundation for retaining wall, base course of road and kerb wall other Brick wall and wherever required to the levels and finished consolidated thickness all as directed at site including mixing, transporting, placing, ramming, consolidating, curing, shuttering etc., all as per relevant specifications, drawings and as directed including cement, labour, materials, tools, plants, equipment, fuel etc., complete.</p>	215.00	1M ³ (One Cubic Metre)				
7	<p>Providing Brick work using good and approved quality bricks of class designation 50 in cement mortar 1:5 (1 Cement: 5 Coarse river sand) for kerb wall and wherever required all as directed including, curing, including cement and other materials, labour, tools, tackles,</p>	25.00	1M ³ (One Cubic Metre)				

	equipments, fuel, etc. complete.					
8	Preparing the surfaces of kerb wall and plastering in cement mortar 1:5 (1 cement : 5 clean fine river sand), 12mm thick , wherever required to the required finish, curing, all as directed including cement and other materials, labour, tools, equipments, scaffolding, etc., complete.	225.00	1 M² (One Square Metre)			
9	Providing and Fixing of Tie/dowel bars @ 400mm c/c using 10/12 mm dia TMT bar as shown in the drawings and as directed, including drilling horizontal / vertical holes of minimum dia of 16mm and upto 300mm depth from the side face / vertical face of the existing cement concrete road using a hand held drilling machine, fixing the tie bars for road / dowel bars for kerb wall in position in drill holes using high performance anchoring adhesive (HILTI HIT MM of Hilti India Private Ltd or its equivalent) as per manufacturer's specification and as directed to suit the site requirement including all	550.00	1 No (One Number)			

	<p>materials, labour, tools, equipment, plants, transport , fuel etc., complete.</p> <p>Note:</p> <p>1.10mm dia Tie bars for road will be measured and paid separately under relevant item of this schedule 15 b .</p> <p>2. 12mm dia Tie bars for road will be measured and paid separately under relevant item of this schedule 13.</p>					
10	<p>Providing and laying Reinforced cement concrete for kerb wall using the mix 1:1½:3 in volumetric proportion (1Cement: 1½ Clean Coarse river sand: 3 hard granite stone metal of 20mm graded aggregate of nominal size) wherever necessary all as per relevant specifications, including shuttering, strutting, mixing, transporting, placing, vibrating, curing, including cement, all labour, equipment, materials, tools, plants, fuel, etc., complete.</p> <p>Note: Fabrication, placing and cost of steel will be measured and paid for separately under relevant item.</p>	36.00	1M³ (One Cubic Metre)			

11	<p>Providing and laying Reinforced cement concrete for base slab of Retaining wall using the mix 1:1½:3 in volumetric proportion (1Cement: 1½ Clean Coarse river sand: 3 hard granite stone metal of 20mm graded aggregate of nominal size) wherever necessary all as per relevant specifications, drawings including shuttering, strutting, mixing, dewatering, transporting, placing, vibrating, curing, including cement, all labour, equipment, materials, tools, plants, fuel, etc., complete.</p> <p>Note: Fabrication placing and cost of steel will be measured and paid for separately under relevant item.</p>	308.00	1M ³ (One Cubic Metre)				
12	<p>Providing and laying Reinforced cement concrete for Retaining wall (Stem Portion) using the mix 1:1½:3 in volumetric proportion (1Cement: 1½ Clean Coarse river sand: 3 hard granite stone metal of 20mm graded aggregate of nominal size) wherever necessary all as per relevant specifications,</p>	380.00	1M ³ (One Cubic Metre)				

	including shuttering, strutting, mixing, dewatering, transporting, placing, vibrating, curing, including cement, all labour, equipment, materials, tools, plants, fuel, etc., complete. Note: Fabrication and cost of steel will be measured and paid for separately under relevant item.					
13	Supplying, transporting, fabricating and placing in position HYSD (Fe 415/500 grade) steel bars as reinforcements for all RCC works wherever required including handling, cutting, bending and tying them in position with 1.25mm dia black annealed steel binding wire, etc., all as directed including reinforcement steel, binding wire and other materials, labour, tools, equipments, etc., complete.	60000.00	1Kg. (One Kilogram)			
14	Providing and laying Plain cement concrete of mix 1:1½:3 (1Cement: 1½ coarse river sand: 3 hard granite stone metal of 20 mm graded aggregate of nominal size) in volumetric proportions for road concrete in required size and	100.00	1M ³ (One Cubic Metre)			

	<p>thickness and laid with proper required alignment and levels, including shuttering, mixing, transporting, placing, vibrating with screed vibrator, curing etc., all as per relevant specifications, and as directed at site including all materials, labour, cement, equipments, tools, plants, fuel, etc. complete.</p>					
15a	<p>Supplying and laying bitumen sealing compound of grade 'A' conforming to IS 1834 – 1984 (or its latest edition) for longitudinal joints, contraction joints for roads as per details shown in the drawing, including painting the edges of the joint with an approved primer all as specified and as directed at site of work. including all materials, labour, tools, equipment, fuel, etc., complete.</p>	100.00	1RM (one Run- ning metre)			

b	Supplying, fabricating and placing in position HYSD (Fe 415 /500 Grade) TMT steel Tie bar (10mm dia) for longitudinal joints all as shown in drawing and as directed including all handling, cutting, bending,etc., including all labour, materials, equipment, tools etc.,complete.	50.00	1Kg. (One Kilogram)			
16	Preparing the exposed surfaces of kerb wall and wherever required for providing plaster in cement mortar 1:3 (1 cement: 3 fine river sand) 6mm to 10 mm thick to the required finish, curing etc., including cement, all labour, tools, materials, equipments, etc., complete.	300.00	1M² (One square metre)			
17 a	Providing, casting and placing pre- cast R.C.C. cover slabs for road cross drain and wherever required in cement concrete 1:1.5:3 mix (1 cement : 1.5 coarse river sand : 3 stone aggregate (hard granite of 20mm nominal size) in volumetric proportions and with cement punning at top and sides of the cover slabs in various sizes as directed at site including shuttering, mixing,	27.00	1 M³ (One Cubic Metre)			

	<p>vibrating neat finishing, curing, stacking, conveying, lifting and placing in position all as directed at site and including cement all other materials, labour, tools, equipments, transportation etc. complete.</p> <p>Note:</p> <p>1. Fabrication charges and cost of steel reinforcement will be measured and paid separately under relevant item.</p> <p>Precast cover slab – 75mm thick</p>					
b)	Precast cover slab – 300mm thick.	3.00	1 M³ (One Cubic Metre)			
18	<p>Preparing the surfaces of new kerb wall surfaces and applying two coats of synthetic enamel paint (colour) over one coat of primer (of make Asian or equivalent) to give an even shade all as directed at site of work including all labour, scaffolding, materials, tools, equipments, brushes, etc. complete.</p>	275.00	1M² (One square metre)			

19	<p>Preparing the surfaces of new kerb wall surfaces and applying two coats of synthetic enamel paint (White) over one coat of primer (of make Asian or equivalent) to give an even shade all as directed at site of work including all labour, scaffolding, materials, tools, equipments, brushes, etc. complete.</p>	275.00	1M ² (One square metre)				
20	<p>Preparing the surfaces of old steel gates and painting with two coats of synthetic enamel paint (of make Asian or equivalent)of approved colour to give an even shade all as directed at site of work including all labour, brushes, materials, tools, tackles, equipments, scaffolding, etc., complete.</p> <p>Note: Co-efficient as stipulated in the Ch.P.T manual shall be adopted.</p> <p>2. The above quantity is inclusive of painting co-efficient.</p>	100.00	1M ² (One square metre)				

21	<p>Preparing the surfaces of old wall surfaces and applying two coats of weather shield Max or equivalent to give an even shade all as directed at site of work including all labour, scaffolding, materials, tools, equipments, brushes, etc. complete.</p>	1850.00	1M ² (One square metre)				
22	<p>Preparing the surfaces of new retaining wall surfaces and applying two coats of colour wash over one coat white wash using lovelycem or equivalent to give an even shade all as directed at site of work including all labour, scaffolding, materials, tools, equipments, brushes, etc. complete.</p>	2300.00	1M ² (One square metre)				
23	<p>Providing and laying Reinforced cement concrete in mix 1:1½:3 (1Cement: 1½ coarse river sand: 3 hard granite graded stone aggregate of 20 mm nominal size) in volumetric proportions for cast-in-situ slab of 300 mm thick for cover slab including shuttering, mixing, transporting, placing, vibrating, curing all as per relevant specification, drawings and as</p>	4.50	1 M ³ (One Cubic Metre)				

	<p>directed including all materials, labour, tools, equipment, fuel etc., complete.</p> <p>Note: Providing steel reinforcement will be measured and paid separately under relevant item.</p>					
24	<p>Refilling with available excavated earth excluding boulders, rubbish, debris etc., in sides of foundation portion etc., in layers not exceeding 200mm thick as per relevant specifications and as directed, including consolidating the deposited earth in layers by watering and ramming including all labour, tools, equipment, etc., complete.</p>	1670.00	1 M ³ (One Cubic Metre)			
25	<p>Loading, transporting, dumping and leveling the surplus excavated earth /debris etc., from the site to outside Port premises all as per relevant specifications and as directed including all labour, transport, tools, equipments, fuel, etc., complete.</p> <p>NOTE: 1. The tenderer shall maintain trip sheets in triplicate in Trust's approved format at his own cost for the quantity of debris/earth</p>	700.00	1 M ³ (One Cubic Metre)			

	<p>transported.</p> <p>2. Interim Payment if any will be based on the lorry cubical content. A deduction of 20% will be made on lorry cubical content for earth transportation. No deduction of voids for debris will be made.</p> <p>3. However the final quantity will be restricted to (i) actual quantity of earth work minus refilling, if any, for surplus earth (ii) actual quantity of dismantling/ demolishing items for debris.</p> <p>a. Surplus earth</p>						
b	Debris	70.00	1 M³ (One Cubic Metre)				
Total in Figures							
Quoted Rate in Words		INR Zero Only					