



चेन्नई पोर्ट ट्रस्ट CHENNAI PORT TRUST

MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT

TENDER NO. MEE /23/ 2018 / Dy.CME(R&D)

TENDER OPENING DATE :27 .07. 2018

TENDER OPENING TIME : 3.00PM

EMD: Rs. 39,900/-

eTENDER FOR HIRING OF TATA SAFARI STROME VX A/C VEHICLE (WHITE COLOUR) ON MONTHLY BASIS UNDER DRY LEASING FOR A PERIOD OF THREE YEARS.

CHENNAI PORT TRUST
TENDER No. MEE /23/ 2018 /Dy.CME(R&D)

**e-TENDER FOR HIRING OF TATA SAFARI STROME VX A/C
VEHICLE (WHITE COLOUR) ON MONTHLY BASIS UNDER DRY
LEASING FOR A PERIOD OF THREE YEARS.**

C O N T E N T S

Sl. No.	DESCRIPTION		Page No.
1.	NOTICE INVITING TENDER		3
2.	NOTICE INVITING ONLINE TENDER (NIOT)		4
3.	INSTRUCTION FOR ONLINE BID SUBMISSION		7
4.	INSTRUCTION TO TENDERERS (ITT)	SECTION - I	13
5.	TECHNICAL SPECIFICATION , SCHEDULE 'A' & SCHEDULE OF PRICES & QUANTITIES, SCHEDULE 'A1"	SECTION - II	20
6.	SPECIAL CONDITIONS OF CONTRACT (SCC)	SECTION - III	24
7.	GENERAL CONDITIONS OF CONTRACT (GCC)	SECTION - IV	26
8.	SCHEUDLE OF GENERAL PARTICULARS	APPENDIX - I	32
9.	TENDER FORM	APPENDIX - II	33
10.	FORM OF AGREEMENT	APPENDIX - III	35
11.	FORMAT FOR POWER OF ATTORNEY	APPENDIX - IV	37
12.	BANK DETAILS	APPENDIX - VI	38

Tender Document can be submitted online only in the designated two cover system on the e-tender website eprocure.gov.in on or before the due date and time. However, one Hard copy of the Tender shall be submitted as specified in the Tender. The time of opening of technical bid will be on **27.07.2018 at 15.00 Hrs.**

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST**



CHENNAI PORT TRUST

No.1, Rajaji Salai, Chennai – 600 001.

e-PORTAL NOTICE INVITING TENDER

TENDER No. MEE /23/ 2018 / Dy.CME(R&D)

**“e-TENDER FOR HIRING OF TATA SAFARI STROME VX A/C
VEHICLE (WHITE COLOUR) ON MONTHLY BASIS UNDER DRY
LEASING FOR A PERIOD OF THREE YEARS.”**

Date of opening : 15.00 hrs. on 27 .07.2018

**For further details visit our Website www.eprocure.gov.in or
www.chennaiport.gov.in.**

CHIEF MECHANICAL ENGINEER

NOTICE INVITING ONLINE TENDER (NIOT)
CHENNAI PORT TRUST

Mechanical & Electrical Engineering Department

DY.CME (R&D) DIVISION

Tender NO: MEE/23/2018 / Dy.CME(R&D)

Details about tender:

Department Name	Mechanical & Electrical Engineering Department
Circle/ Division	CHIEF MECHANICAL ENGINEER, Dy.Chief Mechanical Engineer (R&D) Division, Old Administrative Office Building, II Floor, Rajaji Salai, Chennai – 600 001.
Tender Notice No.	MEE/23/ 2018 / Dy.CME(R&D)
Name of Project	e-Tender for hiring of Tata Safari Strome VX A/c vehicle (white colour) on monthly basis under dry leasing for a period of three years.
Name of Work	e-Tender for hiring of Tata Safari Strome VX A/c vehicle (white colour) on monthly basis under dry leasing for a period of three years.
Estimated Contract Value (INR)	Rs. 19,95,000/-
Period of Contract	The contract period is three years from the day of handing over of vehicle.
Bidding Type	Open
Bid Call (Nos.)	Two
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)

Qualifying Criteria :	<p style="text-align: center;">PRE-QUALIFICATION CRITERIA / BIDDING CONDITION</p> <p>i An average annual financial turn over during the last 3 years, ending 31st March 2017, should be at least Rs.5,98,500/-. Copy of the Annual Turnover, Profit and Loss statements, balance sheet and Auditor’s report for the last three years shall be submitted duly certified by Chartered Accountant for the year 2014-16, 2015-16 and 2016-17.</p> <p>ii. The Tenderer should have experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-</p> <p>a) Three similar completed works of contract value not less than Rs.7,98,000/- each ie., 40% of the estimated cost.</p> <p style="text-align: center;">(or)</p> <p>b) Two similar completed works of contract value not less than Rs.9,97,500/- each ie., 50% of the estimated cost.</p> <p style="text-align: center;">(or)</p> <p>c) One similar completed work of contract value not less than Rs.15,96,000/- ie., 80% of the estimated cost.</p> <p>Note: (i) Copy of the work orders of similar work and its completion certificate with value of work order, reference number and date to be enclosed.</p> <p>(ii) Date of completion of work during last seven years will be considered for evaluation irrespective of date of placement of order. In such case, contract should have been successfully completed and the total contract value will be considered for evaluation.</p> <p>Similar works means: “The Tenderer should have successfully completed Hiring of Cars / Jeeps/Vans for Central Government/State Government/Public Sector Under Taking / Reputed Organization / Reputed Private firms / Educational institutions.”</p> <p>Pl Note: The Tenderers shall enclose the self attested or notorised copy of Work Order copies for similar works, successful completion certificates from clients indicating the date of completion, value of work done, work order reference No. and date.</p>
Tender Document Cost	NIL

Bid Security/ EMD (INR) :	Rs.39,900/- Account payee Demand Draft/Fixed deposit receipt/Banker's cheque from a Commercial Bank or Bank guarantee from a Commercial Bank or payment online in an acceptable form, safeguarding the purchaser's interest in all respects in favour of "The Chairman, Chennai Port Trust" payable at Chennai
Bid Document Downloading Start Date	04 /07/ 2018 onwards
Bid Document Downloading End Date	26/07/ 2018 upto 14:30 Hrs.
Date & Place of Pre Bid Meeting	Not applicable
Last Date & Time for Receipt of Bids	26/07/ 2018 @ 14:30 Hrs.
Bid Opening Date	27/07/ 2018 @ 15:00 Hrs.
Documents required to be submitted by scanning through online	Documents in support of fulfilling qualifying criteria as indicated above.
Bid Validity Period	180 Days
Officer-Inviting bids:	CHIEF MECHANICAL ENGINEER
Bid Opening Authority :	CHIEF MECHANICAL ENGINEER
Address:	Chief Mechanical Engineer, VII Floor, Centenary Building, Rajaji Salai, Chennai - 600 001.
Contact Details :	Shri.V.Thuraipandian, Dy.CME (R&D), M&EE Dept., Chennai Port Trust, 2 nd Floor, Old Admn. Office Building, Rajaji Salai, Chennai - 600 001. Phone No: 044 - 2531 2450 Facsimile number: (044) - 25362601 Email: v.thuraipanidan.chpt@gov.in

NOTE: In case bidders need any clarifications or training to participate in online Tenders, they can contact Sr.Dy.Director(EDP), 4th Floor EDP Division Chennai Port Trust.

For CHIEF MECHANICAL ENGINEER.

INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

14. The Bidder reads the terms & conditions and accepts the same to proceed further to submit the bid.
15. The Bidder has to select the payment option as offline to pay the EMD as applicable.
16. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.
17. 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.
18. The rates offered details have to be entered separately in a spread sheet file (xls) in the space allotted and should be updated as BOQ.xls file for each tender after the financial bid. The BOQ file, if found modified by the bidder, his bid will be rejected.
19. The tendering system will give a successful bid updation message & then a bid summary will be shown with the bid no. & the date & time of submission of the bid with all other relevant details. The bidder has to submit the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
20. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
21. 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.
22. For any clarifications with the TIA, the bid number can be used as a reference.
23. Bidder should log into the site well in advance for bid submission so that he submits the bid in time (i.e.) on or before the bid submission time. If there is any delay, due to other issues, bidder only is responsible.
24. 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.

25. 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.
26. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
27. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
28. Any documents that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyers public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
29. Tenderer is required to submit their tender through online in the form of Two cover system on or before due date of closing time. The tender received after the due date and time will not be entertained.

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

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

II. COVER – I DETAILS : TECHNICAL AND COMMERCIAL

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

- i) The Earnest Money Deposit(EMD) for this tender is Rs.39,900/- (Rupees Thirty Nine Thousand and Nine Hundred only). The cost of EMD to be submitted along with bids in the form of Account Payee Demand Draft / Fixed Deposit Receipt / Banker's Cheque or Bank Guarantee from a Commercial Bank or payment online in an acceptable form safeguarding the purchaser's interest in all respects in favour of Chairman, Chennai Port Trust payable at Chennai.

The bid security normally remains valid for a period of forty five days

beyond the final bid validity period. In case of Demand Drafts, the validity is normally 3 months.

Exemption of EMD shall be allowed with validity in case of

- (i) Micro and Small Enterprise (MSEs) as defined in MSE procurement Policy issued by Department of Micro, Small and Medium Enterprise (MSME) (or)
- (ii) firms are registered with the Central Purchase Organisation or the concerned Ministry or Department.

To claim exemption under clause above, the Tenderers are required to produce a self attested / notarized copy of the MSME registration certificate. The exemption from the payment of E.M.D will be allowed only if the tender item of work/supply is covered in the enlistment statement attached to the MSME / NSIC certificate. No claims for exemption without the details stipulated above will be considered.

- b) the cost of EMD in the form mentioned above and covering letter shall be kept in main cover and shall not be sent separately. Tenders not submitted with the EMD, will be summarily rejected.
- c) Tender documents with seal & sign in all pages with relevant documents either in the scanned copy or hard copy.
- d) The tenderer should not indicate the rate anywhere directly or indirectly in cover-I. any such offers will disqualify the tender forthwith.

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

Price should be quoted in Online “Price Schedule(BOQ)”. Price should be quoted in a spread sheet file (.xls format) available in e- procurement portal only. Any indication of ‘Quoted price’ in the online technical bid documents shall lead to rejection of the bid outright. For evaluation purpose, the uploaded offer documents will be treated as authentic and final. The price bid submitted through e-procurement mode only will be taken up for the purpose for evaluation.

III. EVALUATION PROCESS:

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

- f. It mentions the validity period as set out in the document.
- g. It provides the information in reasonable detail. The Port Trust reserves the right to determine whether the information has been provided in reasonable detail.
- h. There are no significant inconsistencies between the proposal and the supporting documents.
- i. The Technical qualification conforms to as specified in the eligibility criteria of General rules and directions for the guidance of the Tenderer.
- j. A Tender that is substantially responsive in one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (1) which affects in any substantial way, the scope, quality, or performance of the Tenderer, or (2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicant presenting substantially responsive bids.
- k. The Port Trust reserves the right to reject any tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port Trust in respect of such Tenders.
- l. The Port Trust would have the right to review the Technical Qualification and seek clarifications wherever necessary.
- m. During evaluation and comparison of bids, the purchaser may at his discretion ask the bidder for clarification on the bid. The request for clarification shall be given in writing by registered/ speed post/ e-Mail asking the tenderer to respond by a specified date and also mentioning therein that, if the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained. The shortfall information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. (Example: If the permanent account number, Registration with GST has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For

example, if the bidder has submitted a work order without its completion/performance certificate, the certificate can be asked for and considered. However, no new work order should be asked for so as to qualify the bidder.

- 2)** Since the tender involves selection based on pre-qualification criteria and technical specification, the Chief Mechanical 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 time and date.
 - 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 the office of the CME's Office, 7th floor, Centenary 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.

&&&&

for CHIEF MECHANICAL ENGINEER.

SECTION – I

INSTRUCTION TO TENDERERS (ITT)

1. Tenders in sealed covers superscribed as “**e-Tender for hiring of Tata Safari Storme VX A/c vehicle (white colour) on monthly basis under dry leasing for a period of three years under two cover system**” as detailed in the Specification under Schedule “A” attached herewith and in accordance with instructions to tenders, conditions of contact, etc. are submitted through **Online submission** not later than 14.30 hours on **26.07.2018** and one sealed and signed **hard copy** without Price bid shall submitted to the office of the Chief Mechanical Engineer, Chennai Port Trust located at the 7th of floor of the Centenary Building on **15.00 Hrs.** on **27.07.2018**.

2.0 ELIGIBILITY CRITERIA

2.1 An average annual financial turn over during the last 3 years, ending 31st March 2017, should be at least Rs.5,98,500/-. Copy of the Annual Turnover, Profit and Loss statements, balance sheet and Auditor’s report for the last three years shall be submitted duly certified by Chartered Accountant for the year 2014-15, 2015-16 and 2016-17.

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

- a) Three similar completed works of contract value not less than Rs.7,98,000/- each ie., 40% of the estimated cost.
(or)
- b) Two similar completed works of contract value not less than Rs.9,97,500/- each ie., 50% of the estimated cost.
(or)
- c) One similar completed work of contract value not less than Rs.15,96,000/- ie., 80% of the estimated cost.

Note: (i) Copy of the work orders of similar work and its completion certificate with value of work, work order reference number and date to be enclosed.

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

Similar works means: “The Tenderer should have successfully completed Hiring of Cars / Jeeps/Vans for Central Government/State Government/Public Sector Under Taking / Reputed Organization / Reputed Private firms / Educational institutions.”

3. Hard Copy

The bidder shall also send the Hard copy of EMD in original to Dy.CME(R&D). Chennai Port Trust, Chennai through post or by hand so as to reach to the Dy.CME(R&D) Office/Office of the Chief Mechanical Engineer on or before the bid submission date for the purpose of realization. However either a soft copy(scanned copy) or hard copy of EMD shall reach the Office of the Chief Mechanical Engineer before the opening time of the Technical bid.

4. POWER OF ATTORNEY

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

5. LANGUAGE

The Tender and all related correspondence and documents shall be written in English Language. The technical details, relevant drawings and other information shall be provided in English only. However, supporting documents and printed literature furnished by Tenderer with the Tender may be in any other language provided that they are accompanied by an appropriate translation of pertinent passages in the English language. Supporting materials, which are not translated into English, will not be considered. For the purpose of interpretation and evaluation of the Tender, the English language translation shall prevail.

6. MODE OF PAYMENT of EMD:

Tenders not submitted with the EMD, the technical bid will not be opened for further and will be summarily rejected.

- a) EMD(Bid Security) to be submitted along with the bids in the form of Account Payee Demand Draft / Fixed Deposit Receipt / Banker's Cheque from any of the Commercial Bank or Bank Guarantee from any of the commercial Banks or payment online in an acceptable form safe guarding the purchaser's interest in all respects , in favour of Chairman, Chennai Port Trust payable at Chennai.
- b) EMD of the unsuccessful bidders will be returned after expiry of the final bid validity and latest on or before the 30th day after the award of contract.
- c) However, Bid Security should be refunded to the successful bidder on receipt of Performance Security.
- d) EMD shall be valid for a period of 45 days beyond the final bid validity period.

- e) The EMD shall be retained until finalization of Tenders. If any statements / documents / information submitted by the Tenderer is found false cum incorrect. Willful misrepresentation or omission of facts or fake cum forged documents, the EMD shall be forfeited.
- f) Exemption of EMD shall be allowed with validity in case of
 - (i) Micro and Small Enterprise (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprise (MSME) (or)
 - (ii) are registered with the Central Purchase Organisation or the Concerned Ministry or Department.

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

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

7. FOREFEITURE OF EARNEST MONEY DEPOSIT:

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

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

8. VALIDITY

The prices quoted by the Tender must be firm and should hold good at least for **180 days** from the date of opening of the tender. They should be inclusive of Sales Tax or any other tax dues etc. The Board does not bind itself to accept claims for extra payments for items not included in the tender.

9. SECURITY DEPOSIT

(i) The Contractor should deposit 10% of the total contract value as security deposit towards due fulfilment of the conditions of the contract. The security deposit should be paid within 21 days from the date of receipt of the order by way of Account payee Demand draft/Bankers' Cheque/Fixed deposit receipt/Bank Guarantee from a Nationalized bank or online payment in favour of the Chairman, Chennai Port Trust payable at Chennai failing which @ 18% per annum on security deposit amount will be levied for the delayed remittance. 100% of the security deposit will be refunded with satisfactory completion of contract.

(ii) On receipt of full deposit as arrived at in clause (9) above in any manner aforesaid the Earnest Money submitted with the Tender will be refunded. No interest will be allowed on the earnest money from the date of its receipt until it is refunded. In the case, however for unsuccessful Tenderers, Earnest Money will be refunded, as soon as possible after the finalisation of L1 of the contract. Alternatively the successful Tenderer shall when his tender is accepted, furnish security as specified in Clause (9)(i) of the above after giving credit to the amount deposited by him as Earnest Money. The Earnest Money shall retain its character as such, till the Security Deposit is furnished by the Tenderer.

10. EXECUTION OF CONTRACT AGREEMENT

i) The contractor shall execute an agreement with the Trust within 21 days from the date of receipt of form of agreement. If the contractor, whose tender has been accepted, fails to execute an agreement within 21 days from the date of receipt of documents for execution of the agreement, the earnest money deposit (EMD) deposited by the Tenderer shall be forfeited and the Tenderer shall not be allowed further to participate for a period of one year in the trust's similar tenders.

i) The cost of stamping the contract agreement must be borne by the successful Tenderer.

iii) The place of stamping and signing of Agreement shall be at Chennai only.

iv) Further, if the successful contractor undertakes, to enter into and execute, when called upon to do so, an agreement, with such modifications as agreed upon and unless and until the formal agreement is prepared and executed, the successful contractor's offer, trust order and the written acceptance for the receipt of Trust order and the written acceptance for the receipt of Trust order of the successful contractor shall form a binding contract between the trust and the contractor.

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

11. FORMAT AND SIGNING

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

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

12. ENTRY PASS AND SITE VISIT

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

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

13. DISCLAIMER

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

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

administrative or other directions and guidelines given under the said Act as amended from time to time, a statement of conditions prescribed under the said Act as amended from time to time, and all other statutory enactments in relation to the Project or Project Services that might affect the Tenderer's performance under the terms of this Tender Document.

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

14. RIGHT TO ACCEPT / REJECT TENDERS

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

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

15. MATERIAL MISREPRESENTATION

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

16. ASSISTANCE IN OBTAINING APPROVALS

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

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

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

19. BANK DETAILS OF CHENNAI PORT TRUST

For the online payment of Earnest Money Deposit & Security Deposit, the Bank Details of the Chennai Port Trust are furnished below:

Name of the Beneficiary : The CHAIRMAN, Chennai Port Trust

Name of the Bank : STATE BANK OF INDIA

Name of the Branch : SME Rajaji Salai

Account No.(Current A/c) : 10885904378

IFS code : SBIN 0001008629

MICR Code : 600 002 288

Address of the Bank : Anchor Gate Building, Ground Floor,
Rajaji Salai, Chennai-600 001.
Phone No.044-2522 0610.

CHIEF MECHANICAL ENGINEER

SCHEDULE - 'A'

TECHNICAL SPECIFICATION

1.0 SCOPE OF WORK

The Scope of Work includes HIRING OF TATA SAFARI STROME VX A/C VEHICLE (WHITE COLOUR) ON MONTHLY BASIS UNDER DRY LEASING FOR PERIOD OF THREE YEARS UNDER TWO COVER SYSTEM as specified herein and in the Schedule of Quantities and Prices governed by the other terms and conditions of the tender.

2.0. ELIGIBILITY CRITERIA:

- 2.1 An average annual financial turn over during the last 3 years, ending 31st March 2017, should be at least Rs.5,98,500/-. Copy of the Annual Turnover, Profit and Loss statements, balance sheet and Auditor's report for the last three years shall be submitted duly certified by Chartered Accountant for the year 2014-15, 2015-16 and 2016-17.
- 2.2 The Tenderer should have experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-
- a) Three similar completed works of contract value not less than Rs.7,98,000/- each ie., 40% of the estimated cost.
(or)
 - b) Two similar completed works of contract value not less than Rs.9,97,500/- each ie., 50% of the estimated cost.
(or)
 - c) One similar completed work of contract value not less than Rs.15,96,000/- ie., 80% of the estimated cost.

- Note: (i) Copy of the work orders of similar work and its completion certificate with value of work, work order reference number and date to be enclosed.
- (ii) Date of completion of work during last seven years will be considered for evaluation irrespective of date of placement of order. In such case, contract should have been successfully completed and the total contract value will be considered for evaluation.

Similar works means: “The Tenderer should have successfully completed Hiring of Cars / Jeeps/Vans for Central Government/State Government/Public Sector Under Taking / Reputed Organization / Reputed Private firms / Educational institutions.”

Pl Note: The Tenderers shall enclose the self attested or notarised copy of Work Order copies for similar works, successful completion certificates from clients indicating the date of completion, value of work done, work order No. and date.

3.0. TECHNICAL SPECIFICATION AND TERMS & CONDITIONS FOR DRY LEASING (on 24 hours) :

- i) The Tenderer shall purchase and supply Brand New Tata Safari Strome VX A/c Vehicle (White Colour) to the Chennai Port Trust within **ONE MONTH** from the date of receipt of order under dry leasing basis on (24 hours /365 days) for a period of 3 years. **The vehicle will be driven by the Trust employed drivers for attending the office duties of the ChPT's Officials.**
- ii) The dry leasing period shall commence from the effective date of supply of the vehicle to the Trust.
- iii) The dry leasing vehicle shall be registered in the name of individual / firm and Lease Agreement Rs.100/- non-judicial stamp shall be executed by the Tenderer at his cost. The vehicle shall be supplied in white board only.
- iv) Only Tamil Nadu registration vehicle will be considered.
- v) The cost of Registration of New vehicle with RTO shall be borne by the Tenderer.
- vi) Comprehensive insurance cover for the vehicle, driver and the person travelling in the leased vehicle through out the contract period shall be borne by the Tenderer.
- vii) Road tax, Insurance and other statutory duties & taxes as applicable for the entire period of the contract shall be borne by the Tenderer and shall be duly validated.
- viii) Trust will provide the consumable like fuel, water and parking area at free of cost.
- ix) The Tenderer shall maintain the entire vehicle including replacement of tyres, tubes, batteries, spares, electrical & Mechanical repairs and other breakdown repairs etc., at his cost.
- x) The Air condition unit, Brake unit, steering control unit shall be always kept in good working condition.
- xi) In case the Vehicle is held up in the workshop for periodical maintenance or any other repair and maintenance for more than 24 hrs, the Tenderer should provide the vehicle not less than the

capacity of original supply as an alternative arrangement immediately without any delay.

- xii) The Tenderer shall maintain register / records of utilization of vehicle and maintenance schedule.
- xiii) If a replacement vehicle supplied by the Tenderer is not in acceptable condition and is refused by the user no payment shall be made against vehicle.
- xiv) The Tenderer shall not sublet the contract

5.0 GENERAL CONDITIONS :-

a. (i) The Tenderer shall conform to and comply with the regulations and bye-laws of the State or Central Government or of the Board and of all other local authorities such as Corporation of Madras, the Government, Customs and Police Departments, Fire Services, the provisions contained in the various Labour Acts enacted by the State Legislature and Central Parliament in force and the rules made there under including those under Minimum Wages Act, Factories Act, Dock Safety Regulation, the Indian Electricity Act and rules framed under it, Workmen Compensation Act, Provident Fund Regulations Act, Employees Provident Fund Act, 1961 and scheme made under the said Act, Health and Sanitary arrangements for workers etc. and contract Labour (Regulation and Abolition) Act, 1970 and the contract (Regulation and Abolition) Central Rules, 1971 etc. for welfare and protection of works, workers or for the safety of the public and other insurance provisions.

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

b. All payments made by the Board to the Tenderer, under this contract, shall be rounded off to the nearest rupee.

c. It must be clearly understood that the rates mentioned in price schedule BOQ are inclusive of everything required to be done by the conditions of the contract and specifications and also all such work as is necessary for the proper completion of the contract although special mention thereof may have been omitted in the specification.

d. The Tenderer shall carry out the works strictly in accordance with the contract to the satisfaction of the Chief Mechanical Engineer and shall comply with and adhere strictly to the Chief Mechanical Engineer's instructions and directions on any matter. The Tenderer shall take instructions and directions only from the Chief Mechanical Engineer or his authorized representative.

e. (i) The Tenderer shall be responsible for all structural or decorative damage to Board's or his own property and injury caused by the works or workmen in his employment to persons, animals or things and shall indemnify the Board against any claims or actions arising there from.

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

f. The Tenderer shall not house any of his workmen at or near the site. He shall not construct any structure, even of a temporary nature for any other purpose on Board's premises except with the written permission of the Chief Mechanical Engineer and any such construction so put up shall be removed by the Tenderer whenever the Chief Mechanical Engineer calls upon the Tenderer to remove.

g. Contractor shall be solely responsible for any damage to the Trust property.

h. The Contractor shall at his own cost obtain necessary valid entry permits for his staff and vehicles to enter into Trust premises.

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST**

SECTION – III

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. The Tenderer shall examine carefully the General Rules and Directions, General and Special Conditions of Contract, Technical Specifications and Shall inspect the site to acquaint himself with the nature of work local working conditions etc., for the purpose of making his offer on his own responsibility.
2. It shall be open to the Chief Mechanical Engineer to nominate one or more of his representatives to supervise the work and to satisfy about the quality of materials and workmanship as required by the relevant regulation and as mentioned in technical specifications. The decision of the Chief Mechanical Engineer shall be final as regards the quality of materials and workmanship shall be binding on the contractor.
3. The prices shall be firm and not subject to fluctuation at any stage till the completion of the contract. The prices quoted in the online only.
4. The Tenderer shall give clear indication in his tender of the items he does not propose to include in the tender. Where such clear mention is not given it will be construed that the tender covers all parts required for completion of work.
5. The tender shall be accompanied by sufficient details of materials included in the offer with catalogue and sketches wherever necessary for comprehensive assessment of its merits and performance.
6. The decision of the Chief Mechanical Engineer or his representative regarding the quality of any materials used on the work will be final and binding on the Tenderer. The Tenderer shall remove from the site of work any material rejected as unfit for use on the work at his own cost as soon as he is ordered to do so, failing which the Chief Mechanical Engineer or his representative shall remove such material from the site of work and shall deduct the cost incurred by such removal by the Board from any money due to the Tenderer.
7. The Tenderer shall be deemed to have satisfied himself before submitting the tender as to the correctness and sufficiency of his tender for the work and of his price stated in the schedule as to cover his entire obligation under the contract for completion of the work.

- 8** For Harbour entry pass and direction to site of work for inspection for the purpose of making the offer, the Tenderer shall contact the “Dy.CME (R&D) 2nd floor of the Old Administrative Building, Chennai Port Trust. Telephone Nos. 25312450.

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST**

SECTION – IV

GENERAL CONDITIONS OF CONTRACT (GCC) SCHEDULE - 'C'

1. DEFINITIONS AND INTERPRETATIONS

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

- (a) "BOARD" means the Board of Trustees of the Port of Chennai as constituted under the Major Port Trusts' Act, 1963 as amended from time to time.
- (b) "CHIEF MECHANICAL ENGINEER" means the Chief Mechanical Engineer of the Chennai Port Trust.
- (c) "CHIEF MECHANICAL ENGINEER'S REPRESENTATIVE" means any Resident Engineer or Assistant of the Chief Mechanical Engineer or any clerk of works detailed from time to time by the Chief Mechanical Engineer to perform the duties as may be specified in the contract.
- (d) "CONSTRUCTIONAL PLANT" means all appliances or things or whatsoever nature required in or about the execution, completion or maintenance of the `Works' or `Temporary Works' (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- (e) "CONTRACT" means the General Conditions, Specifications, Drawings, Priced Bill or Quantities. Schedule of Rates, Prices (if any) tender and contract agreement.
- (f) "TENDERER " means the person or persons, firm or company whose tender has been accepted by the Board and Tenderer's permitted assigns.
- (g) "CONTRACT PRICE" means the sum named in the tender subject to such conditions thereto or deductions there from as may be made under provisions hereinafter contained.
- (h) "DRAWINGS" means the drawings referred to in the contract agreement and any modifications of such drawings approved in writing by the Chief Mechanical Engineer and such other

drawings as may from to time be furnished or approved in writing by the Chief Mechanical Engineer.

- (i) "SITE" means the lands and other places on/under/in/of, through which the 'work ' are to be executed or carried out and any other lands or places provided by the Board for the purposes of the contract.
- (j) "TEMPORARY WORKS" means temporary works of every kind required in the execution, completion or maintenance of the works and which do not form an item of the `work' or `works'.
- (k) "WORKS" means the works to be executed in accordance with the contract under the relevant schedules.
- (l) "TRUST'S STORES" means the storage yards for materials of the Trust anywhere in the Harbour premises.

2 LIQUIDATED DAMAGES :

The successful tenderer shall start operating the Vehicle services within 30 days from the date of receipt of the order. Any delay in commencement of operation beyond 30 days from the above said condition will attract Liquidated damages by way of penalty of ½ % per week of the total contract value subject to a maximum of 10%.

3 PENALTY:

If there is any maintenance work (or) breakdown (or) non-supply of the vehicle due to any reason or whatsoever, the following penal charges will be levied:-

Rs.1000/= towards penalty for each day and in addition to non-payment of proportionate monthly charges for those days.

4 SAFETY AND SECURITY:

The Contractor shall ensure that all safety and security regulation of Chennai Port Trust.

The applicable mandatory regulations as stipulated by RTO must be complied with.

Chennai Port Trust being a protected Industry the person deployed by the Contractor for this service will not indulge in any illegal/Anti social/anti-national activities.

Chennai Port Trust will not be liable for any altercation/accident during the contract period.

5. COMMERCIAL CONDITIONS

a) RATES :

The prices quoted in the price schedule, BOQ by the tenderer shall be firm till the completion of the contract. No increase in the price over and above the original rates quoted by the Tenderer in the contract will be considered throughout the contract period of three years.

b. TAXES

For Goods and service Tax:

- i) Tenderers will examine the various provisions of the Central Goods & Services Tax Act-2017 (CGST)/ Integrated Goods & Services Tax (IGST)/ Union Territory Goods & Services Tax (UGST) respective State's State Goods & Services Tax Act (SGST) also, as notified by Central/State Government and as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- ii) The rate quoted by the Contractor/Supplier shall be inclusive of all Taxes and Duties other than GST. Applicable GST will be paid by ChPT based on the Tax Invoice.
- iii) The Financial evaluation will be based on the total base price quoted by the Contractor / Supplier excluding GST.
- iv) The firm shall furnish the Tax invoices as per GST Act/Rules in the name of the Chennai Port Trust by mentioning the GSTIN of ChPT and indicating amounts of GST Separately. The GSTIN of ChPT is **33AAALC0025B1Z9**.
- v) The contractor /Firm shall remit the GST amount in the invoice to the Government within the due dates and also file the returns by mentioning the GSTIN of ChPT to enable ChPT to avail eligible Input Tax Credit (ITC).
- vi) The contractor/ firm shall indemnify Chennai Port Trust from any loss of eligible ITC of GST paid by it to the Contractors/Suppliers based on their tax invoice, due to non-payment of GST or non-filing of GST returns by the contractor/firm or non compliance of GST Act/provisions. The contractor/firm shall remit such GST amount with applicable interest and penalties to the ChPT within 7 days from the date of intimation by the ChPT about non-availing of eligible ITC. ChPT also reserves its right to deduct such GST amount with interest and penalties from the subsequent bills, Security Deposit or any amount due to the contractor by ChPT".

- vii) Applicable statutory recoveries including TDS under Income Tax, TDS under GST provisions etc., will be deducted/recovered while accounting for or making payment to the Contractor/Supplier as per the applicable law.

b) EXTENTION OF CONTRACT:

At the expiry of the contract period, Chennai Port Trust reserves the right to extend the contract for a further period of 3 months subject to a maximum of one year at the same rates, terms and conditions.

c) PAYMENT TERMS:

Payment will be made once in a month with in 30 days from the date of submission of the bill signed & dated along with separate Trust bill in the prescribed format after deducting Income Tax, penal charges and other applicable deduction if any from the monthly bill.

The bills for payment will be processed and certified by the concerned user departments. The Tenderer should give the PAN No. for Income Tax deduction at source.

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

- Name of the Bank and Branch details
- Account Number and
- MICR Number
- IFSC Number
- Type of Account
- PAN Number
- GST Regn. Number

- 6. The Tenderer shall be solely responsible for any accident, damage or injury caused to any of his employees or the Board's employees in the execution of the works and shall hold the Board blameless in respect thereof and also in respect of any claims made by any person in the employment of the Tenderer for any reason whatsoever.
- 7. (a) The Tenderer shall be responsible for all structural or decorative damage to Board's or his own property and injury caused by the works or workmen in his employment to persons, animals or things and shall indemnify the Board against any claims or actions arising there from. He shall also be responsible for any injuries or damage caused to the works by inclemency of weather outbreak of fire and shall rectify at his own cost all such damage and thoroughly complete the works.
- (b) The Tenderer shall be solely responsible for reporting the Board and Police Department immediately any serious or fatal accidents

at any place belonging to the Board including premises leased to the Board to any of his employees/ workmen engaged by him.

8. The Tenderer shall not house any of his workmen at or near the site. He shall not construct any structure even of a temporary nature for any other purpose on Board's premises except with the written permission of the Chief Mechanical Engineer and any such construction so put up shall be removed by the Tenderer whenever the Chief Mechanical Engineer calls upon the Tenderer to remove.
9. The Tenderer shall not operate the workshop at the site for the purpose of this contract beyond what is absolutely necessary for the execution of this contract, the necessity for and extent of which the Chief Mechanical Engineer's decision shall be final. Such necessary structures shall be non-inflammable materials as approved by the Chief Mechanical Engineer.

10. Foreclosure of Contract:

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

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

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

11. TERMINATION OF THE CONTRACT :

The contract shall be terminated by either side by giving three months notice in writing. However, Chennai Port Trust reserves the right to terminate/cancel the order for violating the terms and conditions of the contract and if the performance is not satisfactory by giving an advance notice of 15 days time. In a continuous month if the break in non-deployment of vehicle service is more than 15 days in any particular month then the Trust reserves the right to cancel the order and forfeit the Security Deposit.

12. All payments made by the Board to the Tenderer under this contract shall be rounded off to the nearest paise.

- 13. (i)** The contract is liable for cancellation if either the Tenderer himself or any of his employee is found to be a person who has held a Class I post under the Board immediately before retirement and has, within two years of such retirements, accepted without obtaining the previous permission of the Board of the Chairman as the case may be an employment as Tenderer for, or in connection with the execution of public works, as an employee of such Tenderer.
- (ii)** If any contract is terminated on account of the failure of the Tenderer to comply with the above clause the Board shall be entitled to recover from him such damages as may be determined by the Chief Mechanical Engineer with due regard to the inconvenience caused to the Trust on account of such termination without prejudice to the Trust's right to proceed against such officer.
- 14.** It must be clearly understood that the rates mentioned in BOQ are inclusive of everything required to be done by the conditions of the contract and specifications.
- 15.** In these conditions unless there is something in this subject or context inconsistent therewith words importing the singular shall include the plural and vice versa words importing the masculine gender shall include feminine and words importing persons shall include bodies corporate.
- 18.** The technical specification – “Schedule-A” and “BOQ” to be read in conjunction to make sure of the supply and works involved.
- 19.** The contractor is required to offer rates as per Trust’s format “BOQ” without fail and mention taxes and duties.
- 20.** Necessary paid entry passes to be obtained by the contractor at their own cost.
- 21.** The contractor is advised to visit the site if required.
- 22.** The Trust will not be responsible for any loss or damage of Men/materials/plants engaged during the work.

**For CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST**

SCHEDULE OF GENERAL PARTICULARS

1. Name of Tenderer / Manufacturer.
2. Address of Tenderer / Manufacturer
3. Telegraphic / Telex / Fax Code of Tenderer / Manufacturer
4. Name and designation of the office of the Tenderer / Manufacturer to whom all reference shall be made for expeditious Technical Co-ordination.
5. Place of Manufacture
6. Infrastructure facilities
7. Service facilities available
8. Availability of spare parts
9. Tenderer's proposal reference and date
10. Tenderer's validity period (to be specified clearly)
11. Earnest Money as desired deposited
12. Are all Technical details called for and price as called for in schedule filled up.
13. Performance Report.

Signature :

Name :

Designation :

Date :

TENDER FORM

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

To

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

1. Having examined the instructions to Tenderers, General conditions of contract, Specifications and Schedules attached to the “**e-TENDER FOR HIRING OF TATA SAFARI STROME VX A/C VEHICLE (WHITE COLOUR) ON MONTHLY BASIS UNDER DRY LEASING FOR PERIOD OF THREE YEARS UNDER TWO COVER SYSTEM**” in conformity with said conditions of contract, specifications, etc. at rates for items or work in the schedule of items of work and rate attached herewith, we guarantee satisfactory performance.
2. We shall undertake for “**e-TENDER FOR HIRING OF TATA SAFARI STROME VX A/C VEHICLE (WHITE COLOUR) ON MONTHLY BASIS UNDER DRY LEASING FOR PERIOD OF THREE YEARS UNDER TWO COVER SYSTEM**” with all equipment, spares, etc., Contract period is one year from the 7th day of issue of order.
3. We further undertake, if our tender is accepted, we will deposit within 21 days from the date of receipt of order Demand Draft/Pay order on any scheduled/ Nationalized Bank payable at Chennai only to the extent of 10% of the tender price in the manner set forth in the conditions in the ITT as Security Deposit.
4. We further undertake, if our tender is accepted to enter into and execute within 21 days, on being called upon to do so, an agreement in the form annexed and the conditions of contract with such modifications as agreed upon.
5. Unless and until a formal agreement is prepared and executed the firm’s tender & Trust Letter of Indent will form Legal binding on the Tenderer.
6. We agree to abide by this tender for the period of 180 days from the date fixed for receiving the same.
7. We agree to deposit Earnest Money as per the Trust’s terms and conditions.

8. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of failing to deposit the security deposit in such form as contained in the instructions to Tenderers or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 21 days from the date of receipt of order to commence work, the deposit of Earnest Money shall stand forfeited to the Trust.

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

Dated theday of.....in the capacity
of.....duly authorized to sign tender for and on behalf
of.....

(IN BLOCK CAPITALS)

Signature

Witnesses

Address

FORM OF AGREEMENT

MEMORANDAM OF AGREEMENT made this day of two thousand at Chennai BETWEEN the Board of Trustees of the Port of Chennai, a body corporate under Major Port Trusts Act of 1963 (hereinafter called the Board which expression shall, unless excluded by or repugnant to the context be deemed to include their successors in Office) of the one part

AND

(hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or successors in Office) on the other part.

WHEREAS the Board is desirous of contract for hiring of 1 No. Tata Safari Strome VX A/c vehicle (white colour) on monthly basis under dry leasing for period of three years.

WHEREAS the Contractor has offered to execute, complete and maintain such works and whereas the Board has accepted the tender of the contractor and where as the contractor has deposited a sum of

Rs. /- (Rupees

as security for due fulfilment of all the conditions of this contract.

NOW THIS AGREEMENT WITNESSES as follows:

1. In this agreement Words and expressions shall have the same meanings as are respectively assigned to them in the condition of the contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement viz.
 - a. Technical Specifications - Schedule `A'
 - b. Schedule of Quantities and prices - Schedule `A1'
 - c. Special Conditions of Contract - Schedule `B'
 - d. General Conditions of Contract - Schedule `C'
3. The Contractor hereby covenants with the Board to construct, complete and maintain the Works' in conformity in all respects with the provision of the agreement.
4. The Board hereby covenants to pay the Contractor in consideration of such construction, completion and maintenance of the works, the

"Contract Price" at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day year first above written.

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

Shri. A. Jeyasimha
Chief Mechanical Engineer thereof
has hereunto set his hand in
the presence of

Shri.V.Thuraipandian
Dy.Chief Mechanical Engineer (R&D)

Signed and sealed by the Contractor
in the presence of

CHIEF MECHANICAL ENGINEER

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

1.

2.

CONTRACTOR

FORMAT OF POWER OF ATTORNEY

Dated : _____

**POWER OF ATTORNEY
To Whomsoever It May Concern**

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

(Attested signature of Mr. _____)

For _____ (Name of the Tenderer)

APPENDIX - V

BANK DETAILS FOR ECS PAYMENT

1. Name of the Bank and Branch
2. Account Number
3. MICR Number
4. Type of Account
5. IFSC Number
6. CST / VAT Number
7. Copy of PAN Card
8. TIN Number
9. Service Tax Regn. No.
10. ESI Regn. No.

Firm's Sign and Seal

Place:

Date: