



CHENNAI PORT TRUST

MEE/GC2 / 060 / 2018 /Dy.CME(ES&CH)

BUDGETARY OFFER

FOR

**THE EXCAVATION OF EARTH FOR ATTENDING HT & LT CABLE FAULT AND
LAYING/ REMOVING AND RELAYING OF VARIOUS SIZES OF CABLES IN
VARIOUS LOCATIONS OF CHENNAI PORT TRUST FOR A PERIOD OF ONE
YEAR**

SUBMISSION ON OR BEFORE 21.07.2018

**THE CHIEF MECHANICAL ENGINEER
7TH Floor, Centenary Building
Rajaji Salai, Chennai – 600 001.**

**BUDGETARY FOR THE EXCAVATION OF EARTH FOR ATTENDING HT & LT CABLE
FAULT AND LAYING/ REMOVING AND RELAYING OF VARIOUS SIZES OF CABLES IN
VARIOUS LOCATIONS OF CHENNAI PORT TRUST FOR A PERIOD OF ONE YEAR**

SCHEDULE 'A'

1. General:

The Chennai Port Trust is proposed to earth excavation work for the period of one years for attending H.T. / L.T. cable fault and laying of H.T. / L.T. cable cables for the period of one year to maintain the reliable power supply, High Mast Tower and Street Light etc, inside and outside the port premises in Chennai Port Trust.

2.0. Scope of work:

Earth soil excavation, cutting of Cement Concrete, cutting of Cement Concrete Road / Tar road, Removal and re closing RCC slabs at various locations for attending of HT < Cable Fault, re-closing the excavated Soil / Cement Concrete Road / cement concrete / Tar Road after laying / attending the cable fault at various locations.

3.0. TECHNICAL SPECIFICATION:

1) Excavation of Earth soil for exposing of faulty HT & LT cable and laying new /old cable. After attending the fault, laying new /old cable and making joints re – closing of the excavated soil as per original.

2) Cutting of tar road for exposing of faulty HT< cable and laying new /old cable. After attending the fault, laying new / old cable and making joints re-closing of tar road as per original.

3) Cutting of cement concrete / cement concrete road for exposing of faulty HT< cable and laying new /old cable. After attending the fault, laying new / old cable and making joints re-closing cement road as per original.

4) Removal of RCC slab from the cable chassis for exposing of faulty cable and laying new /old cable. After attending the fault, laying new / old cables and making joints re-close the same as per original.

5. The excavation of earth / Cutting of tar road /Cutting of cement concrete / cement concrete road / Removal of RCC slab from the cable chassis for laying from 10/25/50/70/95/120/185/300/400/500 sq. mm. L.T. cables.

6. The excavation of earth / Cutting of tar road /Cutting of cement concrete / cement concrete road / Removal of RCC slab from the cable chassis for 185 sq. mm. H.T. cables

Note:

1. H.T & LT Cables and necessary G.I Pipes, PVC Pipes, etc., will be supplied by the Trust.
2. Making joints & end termination by departmentally.

4.0. Detailed Specification:

- 1) Excavation of Earth soil not less than 90/60 cm depth for HT/LT cables measured in running meters, for exposing of faulty HT & LT cable, laying of new / old cable. After attending the fault, laying new /old cable and making joints re – closing of the excavated soil as per original by the Contractor.
- 2) Cutting of tar road not less than 90/60 cm depth for HT/LT cable measured in running meters for exposing of faulty HT & LT cable, laying of new / old cable. After attending the fault, laying new /old cable and making joints re – closing by the Contractor.
- 3) Cutting of cement road / cement concrete to a depth not less than 90/60 cm for HT/LT cable measured in running meters for exposing of faulty HT & LT cable, laying of new / old cable. After attending the fault, laying new /old cable and making joint and re – closing by the Contractor.
- 4) Removal of RCC slab from the cable chassis for exposing of faulty HT & LT cable, laying of new / Relaying of old cable. After attending the fault, laying new /old cable and making joints re – closing by the Contractor. The removed RCC slabs shall be re-closed by the contractor as original.

5.0 GENERAL TERMS AND CONDITIONS:-

- 1) The Contractor shall engage minimum required labour with Supervisor having relevant experience in this field of excavation to report at the time of work and also to engage additional labour based on the requirement of works, who shall report to the Electrical Section within 24 hours on receiving the breakdown calls. Get the details of the cable fault and location to be attended as on date. If the Contractor fails to respond or fails to excavate minimum 10 metre per day as required, the Contractor will be imposed penalty of Rs.2,000/- per day and thereafter termination clause will be invoked.
- 2) The firm shall not do any damage to the existing service / live cables/ pipe lines and if any damages happened on the above, the actual charges incurred for rectification to restore as normal shall be re-covered from the firm or it shall be rectified by their own cost.
- 3) The Contractor shall arrange their own tools and plants, Cranes and other materials and components required for the above work.
- 4) The safe custody of men and materials, tools and plants required for the work shall be the responsibility of the contractor and Trust will not have any responsibility in this regard. Safety norms fixed for this type of work shall be strictly adhered to contract labors engaged for this work shall be covered under Group Insurance Scheme.
- 5) The quantity of work's detail are mentioned in Schedule'A1' is approximate and vary according to the requirement.
- 6) The contractor shall arrange their own pay loader, plants and other components required for excavation work to clear from the site Viz. debris & others. The contractor shall arrange their own vehicle to transport man and materials to the work spot. Trust will not provide any means of transport.
- 7) The total contract period is one year from the 7 day of issue of the order.

8) The necessary GI / PVC pipe required for cable laying will be supplied by the Trust.

9) Payment will be made once in two month basis as per the actual work carried out by the contractor with satisfactorily completion and acceptance of the Trust officials. However the quantity shown in schedule 'A1' are approximate and this might vary according to the site conditions and as recorded in the contractor's tri-copy bill book.

10) To collect / handling the various sizes of cable from power supply storage yard / store shall be contractor response.

11) Failure on the part of the contractor to attend to Trust's requirement thrice during the contract period is liable for termination of contract.

Note: (i) The firm shall furnish the Schedule of Prices and Quantities (Schedule – 'A1') as per Technical specification Schedule – 'A', Special conditions of contract(SCC) and General conditions of contract(GCC).

(ii) For any clarifications, the firm may contact DY.CME (ES&CH) at IIInd floor, Old Administrative office, Chennai Port Trust, Telephone Nos.25312542.

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST**

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SCHEDULE OF QUANTITIES AND PRICES
SCHEDULE 'A1'

Sl. No	Description of the work	Unit	Qty	Rate / Unit In Rs.	Amount In Rs.
1.	Removing of 10 to 25 Sq. mm LT faulty cable and Relaying of the necessary cable after attending the fault and Laying the cable by: i) Earth excavation to a depth of 0.6M and re closing the same. ii) Cutting of Tar road to a depth of 0.6M and re closing the same iii) Cutting of Cement road / cement concrete to a depth of 0.6M and re closing the same.	Mtrs.	800		
		Mtrs.	50		
		Mtrs.	50		
2.	Removing of 50 to 95 Sq. mm LT faulty cable and Relaying of the necessary cable after attending the fault and Laying the cable by: i) Earth excavation to a depth of 0.6M and re closing the same. ii) Cutting of Tar road to a depth of 0.6M and re closing the same iii) Cutting of Cement road / cement concrete to a depth of 0.6M and re closing the same.	Mtrs.	800		
		Mtrs.	50		
		Mtrs.	100		
3.	Removing of 120 to 185 Sq. mm LT faulty cable and Relaying of the necessary cable after attending the fault and Laying the cable by: i) Earth excavation to a depth of 0.6M and re closing the same. ii) Cutting of Tar road to a depth of 0.6M and re closing the same iii) Cutting of Cement road / cement concrete to a depth of 0.6M and re closing the same.	Mtrs.	1000		
		Mtrs.	100		
		Mtrs.	200		
4.	Removing of 300 to 400 Sq. mm LT faulty cable and Relaying of the necessary cable after attending the fault and Laying the cable by: i) Earth excavation to a depth of 0.6M and re closing the same. ii) Cutting of Tar road to a depth of 0.6M and re closing the same. iii) Cutting of cement road / cement concrete to a depth of 0.6M and re closing the same.	Mtrs.	1500		
		Mtrs.	50		
		Mtrs.	300		

5.	Removing of 185 Sq. mm HT faulty cable and Relaying of the necessary cable after attending the fault and Laying the cable by: i) Earth excavation to a depth of 0.9M and re closing the same. ii) Cutting of Tar road to a depth of 0.9M and re closing the same. iii) Cutting of cement road / cement concrete to a depth of 0.9M and re closing the same.	Mtrs.	500		
		Mtrs.	50		
		Mtrs.	200		
6.	Removal of concrete slab after attending the fault / laying the cable re closing the same.	Nos.	800		
	GST @ %				
	GRAND TOTAL				

NOTE: All prices shall be firm inclusive of all taxes and duties. However GST as applicable shall be quoted in the specified row separately.

Firm's signature and seal

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 Drawing and Shall inspect the site to acquaint himself with the nature of work local working conditions etc., for the purpose of making his offer on his own responsibility.
2. It shall be open to the Chief Mechanical Engineer to nominate one or more of his representatives to supervise the work and to satisfy about the quality of materials and workmanship as required by the relevant regulation and as mentioned in technical specifications. The decision of the Chief Mechanical Engineer shall be final as regards the quality of materials and workmanship shall be binding on the contractor.
3. The prices shall be firm and not subject to fluctuation at any stage till the completion of the contract. The prices quoted in the online only.
4. The Tenderer shall give clear indication in his tender of the items he does not propose to include in the tender. Where such clear mention is not given it will be construed that the tender covers all parts required for completion of work.
5. The Tenderer shall quote separately for any items which have not been specifically mentioned in the specification but which are found necessary for completion, efficient installation and operation of electrification system other than those items which are not covered under 'works not included'.
6. 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.
7. It will be entirely the Tenderer's responsibility to take required steps to adequately safeguard the personnel carrying out the work and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured.
8. All materials and components included in the contract shall conform to the relevant Indian Standard Specification wherever they exist.
9. 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.
10. The Tenderer shall co-ordinate his work with that of other Tenderers executing other works in the site and plan his work as to minimise inconvenience to others in the work site.
11. The watch and ward and storage of materials will be Tenderer's responsibility and the Board shall not be held responsible for any loss of the material.

12. 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.
13. 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 (ES&CH) 7th floor of the Centenary Building, Chennai Port Trust. Telephone Nos. 25362201 – Extn: 2542.

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST**

SECTION – IV

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS AND INTERPRETATIONS

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

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

The contract comprises, the construction, completion and maintenance of the 'works' and the provision of all labour, materials constructional plant, temporary works and every thing whether of a temporary or permanent nature required in and for such construction, completion and maintenance so far as the necessity for providing the same is specified in or reasonably to be inferred from the contract.

3. COMPLETION PERIOD

Contract period is one year from the 7th day of issue of order.

- a) In case of delay in the progress of work, the Chief Mechanical Engineer shall issue to the contractor a memo in writing pointing out the delay in the progress and calling upon the contractor to explain the causes for the delay within three days of the receipt of the memo. If the Chief Mechanical Engineer is not satisfied with the explanation offered, he may forfeit the security deposit and/or withhold payment of pending bills in whole or in part. The contractor may appeal to the Chairman against the order of the Chief Mechanical Engineer forfeiting the Security Deposit and withholding of bills within a week of the said order and the decision of the Chairman shall be final and binding on the contractor.
- b) If the security deposit or any part thereof is forfeited by an order of the Chief Mechanical Engineer and such order become final, the Tenderer shall make good the security deposit or part of such deposit so forfeited within a fortnight thereafter or such further time as the Chief Mechanical Engineer may grant failing which the Chief Mechanical Engineer may determine the Contract.

4. GUARANTEE PERIOD:

As this is an earth excavation work contract, the guarantee clause is not applicable

5. CONTRACTOR'S SUPERINTENDENCE

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

6. PROGRAMME TO BE FURNISHED

As soon as practicable, after the acceptance of his tender, the Contractor shall, if required, submit to the Chief Mechanical Engineer for his approval a detailed programme showing the order of procedure and method in which he proposes to

carry out the works and shall whenever required by the Chief Mechanical Engineer furnish for his information particulars in writing of the Contractor's arrangements for carrying out the works and of the constructional plant and temporary works which the Contractor intends to supply, use or construct, as the case may be. Submission to and approval by the Chief Mechanical Engineer of such programme or furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the contract.

7. If the progress of work is held up owing to circumstances which, in the opinion of the Chief Mechanical Engineer are beyond the control of the Tenderer, such as war, stormy weather etc., the Chief Mechanical Engineer may at his discretion, grant to the Tenderer such extension of time as he considers reasonable for the completion of the works. The grant of such extension of time shall not bestow on them for any claim or compensation/extra payment at a future date whatsoever.
8. The materials used on the work must be of first class variety corresponding to relevant ISS and other specifications laid in the contract. The work must be carried out in a workmanlike and expeditious manner and quality of work at each stage shall be subject to approval of the Chief Mechanical Engineer. The Chief Mechanical Engineer's decision as to the quality of such materials and work shall be final and binding on the Tenderer.
9. The Tenderer shall maintain at the site or work an Inspection Register, which must be produced by the Tenderer or his agent whenever called upon to do so by the Chief Mechanical Engineer or his representative during their inspection of the work. If the rectifications ordered to be done are not carried out within the time specified by the Chief Mechanical Engineer, the Chief Mechanical Engineer shall have the right to get such work done by any other agency and to recover the cost thereof from the Tenderer. This inspection register shall be the duplicate copying type so that one copy of the entries get recorded in the Chief Mechanical Engineer's Office. The Tenderer shall not make any entry of any kind in this register.

10. CHIEF MECHANICAL ENGINEER'S REPRESENTATIVE

The duties of the Chief Mechanical Engineer's Representative are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to relieve the Contractor of any of his duties or obligations under the contract or except as expressly provided hereunder to order any work involving delay or any extra payment by the Board or to make any variation or of in the works.

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

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

12. PENALTY CLAUSE:

The Contractor shall engage minimum required labour with Supervisor having relevant experience in this field of excavation to report at the time of work and also to engage additional labour based on the requirement of works, who shall report to the Electrical Section within 24 hours on receiving the breakdown calls. Get the details of the cable fault and location to be attended as on date. If the Contractor fails to respond or fails to excavate minimum 10 metre per day as required, the Contractor will be imposed penalty of Rs.2,000/- per day and thereafter termination clause will be invoked.

13. SUPPLY OF MATERIALS AND LABOUR

Except where otherwise specified in the contract the Tenderer shall at his own expense supply and provide all the temporary works, materials both for temporary and for works under the contract, labour (including the supervision thereof) transport to or from the site and in and about the works and other things of every kind required for the construction, completion and maintenance of the works. The Tenderer shall not hire out any item 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 Chairman. Such permission may or may not be granted by the Chairman.

- 14.** The Tenderer shall at his own cost make due arrangements for the proper watch and safety of all materials and supplied to him by the Board for the use on this work. He shall not remove such constructional or materials from the site without the permission of the Chief Mechanical Engineer. If any of these materials are lost or damaged in any way due to negligence or carelessness on the part of the Tenderers or any of his employees, the cost for the materials lost or damaged and penalty for such negligence or carelessness of the Tenderer as determined by the Chief Mechanical Engineer shall be recovered from the Tenderer from any moneys due to him or to become due to him.

15. ASSIGNMENT AND SUB-LETTING

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

- 16.** 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.

- 17.** (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.
18. 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.
19. The Tenderer shall not operate the workshop at the site for the purpose of this contract beyond what is absolutely necessary for the execution of this contract, the necessity for and extent of which the Chief Mechanical Engineer's decision shall be final. Such necessary structures shall be non-inflammable materials as approved by the Chief Mechanical Engineer.
Only vehicles licensed by the Board will be allowed inside the Harbour premises.
20. Measurements taken by the person authorised by the Chief Mechanical Engineer to take them will be binding on the Tenderer who will always be given the opportunity of witnessing the measurements. The contractor should submit a bill in the Trust's prescribed billing format.

21. PAYMENT TERMS:

Payment will be made once in two month basis as per the actual work carried out by the contractor with satisfactorily completion and acceptance of the Trust officials.

Income tax @ 2% with applicable surcharge & education cess shall be levied U/S 194 (c) of Income Tax Act 1961. Similarly Tamil Nadu Value Added Tax as per Section 13 of T.N.VAT Act 2006 shall also be deducted. In case of exemption from the above levy necessary non-deduction certificate shall be produced by the tenderer from Income Tax / Commercial Tax office respectively.

The tenderer shall quote the Bank Account details for the payment through ECS along with PAN. A copy of the Pan Card shall be furnished

22. TAXES AND DUTIES

All prices shall be firm inclusive of taxes and duties.

Any new and variation in Taxes & Duties shall be applicable only during the scheduled completion period and new/variation in Taxes & Duties will not be allowed during the extended delivery/ completion period.

Any penal interest, penalty or fine payable / paid by the contractor to the Tax Authorities on the Taxes & duties shall not be paid / reimbursed by the Trust under any circumstances.

In the event, the Contractor not indicating the rate of Taxes and Duties included in the price separately in the Bid, the port shall not pay any change in the rate of Taxes and

Duties including any newly levied Taxes and Duties during the entire currency of the contract under any circumstances.

23. In the event of the death, insanity or insolvency of the Tenderer or in the case of the Tenderer being a partnership on a dissolution of the firm of Tenderer or in the case of the Tenderer being a company governed by Companies' Act 1956, the winding up of the company the contract shall be terminated on the happening of the event above said and all accepted and acceptable work shall be measured up and paid for, to the person or persons legally entitled to receive payment for work done and on his or their executing a bond indemnifying the Board against all claims that may be made in respect of payments made by the Board by persons claiming from the Tenderer or others, in respect of work done by the Tenderer prior to the termination of the contract.
24. In the event of the contract being terminated at any stage due to unsatisfactory progress of work as per Tender Specification, the Chief Mechanical Engineer shall have the right to execute the portions of works left incomplete using the Board's labour or any other agency and the Tenderer shall be liable to make good any loss incurred by the Board on this account. Such amounts shall be recovered from any moneys due to or to become due to the Tenderer.
25.
 - (i) If the Tenderer claims that the decisions or the instructions of the Chief Mechanical Engineer are unjustified and that accordingly he is entitled to extra payments on account thereof, he shall forthwith notify this to the Chief Mechanical Engineer to record his decisions and the reasons therefore in writing and shall within two weeks state his claims in writing to the Chief Mechanical Engineer thereafter. The Chief Mechanical Engineer shall thereafter within four weeks of the receipt of the claim reply negotiations or discussions immediately thereafter within a further four weeks, the question of liability for such payments will be treated as one of disputes.
 - (ii) In the Contract whenever there is a discretion or exercise or will by the Chief Mechanical Engineer during the progress of work, the mode or manner of the exercise or discretion shall not be a matter of legal adjudication.
 - (iii) Wherever the Board is given discretion to do any act under the contract, the exercise of the discretion by the Board shall be final, conclusive and binding on all parties and the manner of exercise of such discretion shall not be called in question and the matter cannot be referred to court of law.
 - (iv) The decision of the Chief Mechanical Engineer shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship or material used on the work or any matter arising out of or relating to the specifications, designs and drawings and instructions concerning the works or the execution of or failure to execute the same arising during the course of works. The above shall not be the subject or Legal adjudication and in no case shall the work be stopped consequent on such a dispute arising and the work shall also be carried out by the Tenderer strictly in accordance with the instructions of the Chief Mechanical Engineer.
 - (v) Any litigation arising out of this agreement, shall only be adjudicated before the competent court of law within the jurisdiction of the Hon'ble High Court of Madras.

26. REMOVAL OF WORKMEN

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

- 27. (i)** The Tenderer shall confirm to and comply with the regulations and byelaws of the State or Central Government or of the Board and of all other local authorities such as Corporation of Madras, the Tamil Nadu Electricity System, the Chief Electrical Inspector to the Government of Tamil Nadu, the Government Customs and Police Departments, Fire Services, the provisions contained in the various Labour Acts enacted by the State Legislature and Central Parliament in force and the rules made thereunder including those under Minimum Wages Act, Factories Act, the Indian Electricity Act and rules framed under it, Workmen Compensation Act, Provident Fund Regulations Act, Employees Provident Fund Act, 1961 and scheme made under the said Act, Health and Sanitary arrangements for workers etc. and Contract Labour (Regulation and Abolition) Act, 1970 and the Contract (Regulation and Abolition) Central Rules, 1971 etc. for welfare and protection of works, workers or for the safety of the public and other insurance provisions.
- (ii)** The Board shall not be liable for the failure of the contractor in confirming to the provision of the Acts, Rules and regulations etc., referred to in the above para and in case of any contravention of the provisions of the Acts, Rules regulations etc. the contractor shall keep the Board indemnified against any loss, cost and damage in the event of any action being taken for contravention.
- (iii)** If any enhancement in the rates of wages becomes payable as a result of the implementation of the Chief Labour Commissioner's interpretation of the Contract Labour (Regulation and Abolition) Central Rules, 1971 upto and including an increase of 10% of the wages shall be borne by the Tenderer and enhancement in excess of 10% would be borne by the Port Trust.

(iv) ESI CLAUSE:

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

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

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

(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 the ESI registration.

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

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

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

(v) Insurance

The Tenderer advised to take necessary insurance at his cost for his employees, materials and machineries etc.

28. 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.

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

30. FURTHER INSTRUCTIONS

The Chief Mechanical Engineer shall have full power and authority to supply to the Contractor from time to time during the progress of the works such instructions as necessary for the purpose of the proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

31. Any notice to the Tenderer shall be deemed to be sufficiently served if given or left in writing at his usual or last known place of abode or business or at site.

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

33. (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.

34. It must be clearly understood that the rates mentioned in Schedule `A1' are inclusive of everything required to be done by the conditions of the contract and specifications or by the drawings therein referred to and also all such work as is necessary for the proper completion of the Tenderer although special mention thereof may have been omitted in the specification or drawings.

35. 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.

36. The technical specification – “Schedule-A” and Price Schedule – A1” to be read in conjunction to make sure of the supply and works involved.
37. The contractor is required to offer rates as per Trust’s format “Schedule- A1” without fail and mention taxes and duties.
38. Necessary paid entry passes to be obtained by the contractor at their own cost.
39. The contractor is advised to visit the site.
40. The Trust will not be responsible for any loss or damage of Men/materials/plants engaged during the work.
41. The Contractor shall arrange their own tools and plants and other materials and components required for the above work.
42. All transport required for the work shall be arranged by the contractor at their own cost.
43. The firm shall take the power supply from the nearest power source of port on payment basis as per actual unit consumed at a rate of Rs.12.00 per unit.
44. **TERMINATION:**
- a) The employer, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, may terminate the contract in whole.
 - i) If the contractor fails to deliver any or all of the Goods with in the period specified in the contract, or with in any extension thereof granted by the Employer.
 - ii) If the contractor fails to perform any other obligation under the contract (or)
 - iii) If the contractor, in the judgement of the Employer has engaged in fraud and corruption.
 - b) In the event the Employer terminates the Contract in whole or in part, the Employer may procure, upon such terms and in such manner as it deems appropriate, goods or related services similar to those undelivered or not performed, and the contractor shall be liable to the Employer for any additional cost for such similar goods or related services. However, the contractor shall continue performance of the contract to the extent not terminate. In such termination Security deposit will be forfeited.
45. **VARIATION:**
- Variation means variation in quantities of items ie. Where there is increase of quantities of items of work in the agreement. On other words, the nomenclature of work remains the same, but the quantity of variation is maximum 30 % against the Tender cost shown in the agreement. The said variation shall be executed after approval of the competent authority.

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST**