



**CHENNAI PORT AUTHORITY**

**TENDER NO.MEE/12/2024/Dy.CME(W)**

**REFURBISHMENT OF LIFT CAR CABIN AND REPLACEMENT OF  
CAR DOOR OF 1 NO, 5 PERSONS CAPACITY LIFT OF OTIS MAKE  
AT SIGNAL STATION BUILDING IN CHENNAI PORT AUTHORITY.**

through Gem

OEM M/s.OTIS Elevators Company (I) Ltd.

on

[www.gem.gov.in](http://www.gem.gov.in)

**Online Submission closing date : 14.00 Hrs on 27.05.2024**

**Online Opening Date : 14.30 Hrs on 27.05.2024**

**CHENNAI PORT AUTHORITY**

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Tender Document can be submitted online only in the designated single cover system on the e-tender website [www.gem.gov.in](http://www.gem.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 on line opening of technical & Price bid will be on **27.05.2024** at **14.30Hrs.**

**CHIEF MECHANICAL ENGINEER  
CHENNAI PORT AUTHORITY**

**CHENNAI PORT AUTHORITY**

**MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT**

**NOTICE INVITING TENDER**

**REFURBISHMENT OF LIFT CAR CABIN AND REPLACEMENT OF  
CAR DOOR OF 1 NO, 5 PERSONS CAPACITY LIFT OF OTIS MAKE  
AT SIGNAL STATION BUILDING IN CHENNAI PORT AUTHORITY.**

**THROUGH GeM PORTAL.**

**Online Submission closing date : 14.00 Hrs on 27.05.2024**

**Online Opening Date : 14.30 Hrs on 27.05.2024**

For further details and corrigendum if any, please visit: [www.gem.gov.in](http://www.gem.gov.in)  
/ [www.chennaiport.gov.in](http://www.chennaiport.gov.in)

**CHIEF MECHANICAL ENGINEER**

**CHENNAI PORT AUTHORITY**  
**MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT**

**Dy.CME (W) DIVISION**

Details about tender:

Department Name	Mechanical & Electrical Engineering Department
Circle/ Division	<b>CHIEF MECHANICAL ENGINEER,</b> Dy.Chief Mechanical Engineer (W) Division, Old Administrative Office Building, I Floor, Rajaji Salai, Chennai – 600 001.
Name of Project	REFURBISHMENT OF LIFT CAR CABIN AND REPLACEMENT OF CAR DOOR OF 1 NO, 5 PERSONS CAPACITY LIFT OF OTIS MAKE AT SIGNAL STATION BUILDING IN CHENNAI PORT AUTHORITY.
Name of Work	REFURBISHMENT OF LIFT CAR CABIN AND REPLACEMENT OF CAR DOOR OF 1 NO, 5 PERSONS CAPACITY LIFT OF OTIS MAKE AT SIGNAL STATION BUILDING IN CHENNAI PORT AUTHORITY.
Estimated Contract Value (INR)	Rs.2,46,665/- . (Rupees Two lakhs forty six thousand six hundred and sixty five only) exclusive of GST.
Period of Completion (in Months)	One month from the date of issue of order.
Bidding through	OEM
Currency	INR
Qualifying Criteria	Not Applicable since OEM of the lift.
Bid Security	Not applicable (EMD) Since Bid is on OEM only.
Bid Validity Period	<b>180 Days</b>
Earnest Money Deposit details as per Tender Condition	Not applicable, Since Tender is on OEM basis..
Officer- Inviting Bids:	<b>Dy.CHIEF MECHANICAL ENGINEER (W)</b>
Bid Opening Authority :	<b>Dy.CHIEF MECHANICAL ENGINEER (W)</b>
Address:	<b>O/o The Chief Mechanical Engineer, Chennai Port Authority VII Floor, Centenary Building, No.1, Rajaji Salai, Chennai – 600 001.</b>
Contact Details :	Shri.S.K. Kathiravan SE (M), Dy.CME (W) Division, M&EE Dept., Chennai Port Authority, 7th Floor, Centenary Building, No.1, Rajaji Salai, Chennai – 600 001. Phone No: <b>044 – 25312570</b> email: exm_od@chennai.gov.in

**NOTE:**

In case bidders need any clarifications or training to participate in online Tenders, they can contact Dy.CME(W) Cell, Ph.**25312360**

**Dy.CHIEF MECHANICAL ENGINEER (W)  
CHENNAI PORT AUTHORITY**

## **AMENDMENT TO AUTHORITY BID DOCUMENT**

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

**The Bidder will have to regularly check the Authority's website [www.chennaiport.gov.in](http://www.chennaiport.gov.in) and [www.gem.gov.in](http://www.gem.gov.in) for any addendum published. The Authority will not be held responsible if the Bidder have not read the addendum published.**

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

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

### **1. BID SUBMISSION:**

Tender Document can be submitted online only in the designated single cover system on the e-tender website [www.gem.gov.in](http://www.gem.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 on or before bid opening date and time.

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

### **II. COVER – I DETAILS : TECHNICAL AND COMMERCIAL**

Price should be quoted in Online "Price Schedule – 'A1' (as per BoQ). Price should be quoted in a spread sheet file (.xls format) available in **Gem Portal** only. Any indication of 'Quoted price' in the online technical bid documents shall be lead to rejection of the bid outright.

### **III. EVALUATION PROCESS:**

A proposal shall be considered responsive if -

- a. It is received by the proposed Due Date and Time.
- b. It contains the information and documents as required in the Tender Document.
- c. It contains information in formats specified in the Tender Document.
- d. It mentions the validity period as set out in the document.
- e. It provides the information in reasonable detail. The Port Authority reserves the right to determine whether the information has been provided in reasonable detail.
- f. There are no significant inconsistencies between the proposal and the supporting documents.

- g. The Technical qualification conforms to as specified in the eligibility criteria of General rules and directions for the guidance of the Bidder.
- h. 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 Bidder, 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.
- i. The Port Authority 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 Authority in respect of such Tenders.
- j. The Port Authority would have the right to review the Technical Qualification and seek clarifications wherever necessary.
- k. The cost of stamping Agreement must be borne by the successful Bidder.
- l. Bidders should obtain Entry Pass from online Pass link in the Chennai Port Authority for a site visit on receipt of online Pass.
- m. 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.

**Dy.CHIEF MECHANICAL ENGINEER (W)  
CHENNAI PORT AUTHORITY**

## **SECTION - I**

### **INSTRUCTION TO BIDDERS (ITT)**

Bid Documents superscribed as “**REFURBISHMENT OF LIFT CAR CABIN AND REPLACEMENT OF CAR DOOR OF 1 NO, 5 PERSONS CAPACITY LIFT OF OTIS MAKE AT SIGNAL STATION BUILDING IN CHENNAI PORT AUTHORITY..**” as detailed in the Specification under Schedule “A” attached herewith and in accordance with instructions to tenders, conditions of contract, etc. are submitted through [www.GeM.gov.in](http://www.GeM.gov.in) Portal.

The Tender Document is available on the Chennai Port Authority’s Website [www.chennaiport.gov.in](http://www.chennaiport.gov.in) for downloading.

#### **1. ELIGIBILITY CRITERIA:**

OEM M/s. OTIS Elevator Company (India) Ltd,. only eligible.

#### **2. TEST OF RESPONSIVENESS**

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

- a. it is received by the Application within due date including any extension there of
- b. it is signed, sealed, bound together in the hard copy of the Tender document.
- c. it is accompanied by the Power of Attorney
- d. it contains all the information in formats and documents as requested in all respects
- e. Copy of ESI registration Number
- f. Copy of GST registration number
- g. Copy of EPF registration number

#### **3. TECHNICAL AND COMMERCIAL COVER**

The bidder shall upload in the GeM portal website contain the following documents in the form of scanned copy:

- a) Tender documents with seal sign in all pages with relevant documents and drawings either in the scanned copy or Hard copy.
- b) The bidder should not indicate the rate anywhere directly or indirectly in the Cover. Any such offers will disqualify the tender forthwith.
- c) The Schedule of Quantities and Prices,” – “BoQ” (Price Bid) shall be submitted through online only.



**4. HARD COPY**

The hard copy of sealed and signed tender document in every page with relevant documents shall be submitted in the office on the due date of submission.

**5. POWER OF ATTORNEY**

Bidders are required to submit a Power of Attorney. 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 Bidder to provide information and to commit to the terms and conditions of the Authority Tender Document.

**6. 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 Bidder 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.

**7. EARNEST MONEY DEPOSIT**

**Not Applicable since OEM of the Lift.**

**8. VALIDITY**

The prices quoted by the Tenderer must be firm and shall hold good at least for 180 days from the date of opening of the tender. They should be exclusive of GST or any other taxes duties 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 person who's tender is accepted, the firm must within 21 days of receipt of notice of such acceptance or within such extended time as may be allowed, by the Chief Mechanical Engineer at his discretion, deposit as security of 10% of the Total value of the contract as mentioned below.
- (ii) The Tenderer should deposit 10% of the total contract value as security deposit towards due fulfillment of the conditions of the contract. The security deposit should be paid within 21 days from the date of receipt of the order in the form of Account payee demand draft payable at Chennai in favour of "Chairman, Chennai Port Authority", fixed deposit receipt from a commercial bank, bank guarantee from a commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respect failing which necessary interest @ 18% per annum on security deposit amount will be levied for the delayed remittance from the date of receipt of order to the date of remittance of money.

100% of the security deposit will be refunded after completion of guarantee period. Security deposit shall not bear any interest.

- (iii) If the Security Deposit is submitted as bank Guarantee, the B.G. shall be valid upto 3 months beyond the completion of the guarantee period with additional claim period of minimum 3 months.

#### **10. EXECUTION OF CONTRACT AGREEMENT**

- a. The Contractor shall execute an agreement with the Authority within 21 days from the date of payment of Security Deposit.
- b. The cost of stamping the contract agreement must be borne by the successful Bidder.
- c. The place of stamping and signing of Agreement shall be at Chennai only.
- d. Further, if the successful bidder 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 bidder's offer, ChPA order and the written acceptance for the receipt of ChPA order and the written acceptance for the receipt of Authority order of the successful bidder shall form a binding contract between the Authority and the bidder.

The contract Agreement shall include amended final tender document, pre-bid queries, various clarification letter, written approval by the Authority / Authorities, Amended to the contract agreement and any other conditions as agreed upon by the ChPA and the bidder.

#### **11. FORMAT AND SIGNING**

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

#### **12. ENTRY PASS AND SITE VISIT**

Harbour Entry pass shall be obtained from online pass link in the Chennai Port Authority for a site visit on receipt of online pass on chargeable basis.

The cost of visiting the site, if any, shall be borne by the Bidder 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 Bidder, their personnel and agents will release and indemnify the Port, its Authorities, its employees, officers and agents from and against all liability in respect thereof. The Bidder 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. Bidders should obtain a temporary pass from the Chennai Port Authority pass section after obtaining necessary authorization from the Chief Mechanical Engineer's office, to gain entry into the Authority's premises, if necessary. Port Authority will not deal

with agents and all dealings will be directly with the Bidder or his authorized representative during site visit.

**13. DISCLAIMER**

Each Bidder 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 Bidder 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 Authority, 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 Authority'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 Bidder's performance under the terms of this Tender Document.

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

**14. FORMAT OF TENDER DOCUMENT**

The Bidder shall furnish one set of tender documents with all details and drawings. The hard copy of the tender shall be superscribed appropriately.

**15. RIGHT TO ACCEPT / REJECT TENDERS**

(a) Notwithstanding anything contained in this Authority Tender Document, the Chennai Port Authority 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.

**16. MATERIAL MISREPRESENTATION**

The Authority 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.

**17. ASSISTANCE IN OBTAINING APPROVALS**

The Authority agrees to, at the request of the Bidder, but without guarantees and / or without assuming any responsibility in that behalf, issue recommendatory letters and make best efforts to assist the Bidders in obtaining all the applicable permits at the Bidder's cost including renewals thereof, provided that nothing contained in this Clause shall relieve the Bidder 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 Authority may, at the request of the Bidder and at the sole discretion of the Authority issue recommendatory or supporting letters to any Government Authority recommending the proposals of Bidder.

- 18.** The Chennai Port Authority 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.
- 19.** The Authority will not issue any 'C & D' Form. Hence, the Bidders are advised to quote specifically & clearly the percentage of sales taxes, if any, in the price bid covers.
- 20.** The Authority reserves the right to seek any Technical and commercial clarifications.

**21. BANK DETAILS OF CHENNAI PORT AUTHORITY.**

For the online payment of Security Deposit, the Bank Details of the Chennai Port Authority are furnished below.:

Name of the Beneficiary : THE CHAIRMAN,  
CHENNAI PORT AUTHORITY.

Name of the Bank : STATE BANK OF INDIA

Name of the Branch : SME RAJAJI SALAI

Account No. (Current A/C) : 10885904378

IFS Code : SBIN 0018529

MICR Code : 600 002 288

Address of the Bank : Anchor Gate Building, Ground Floor,  
Rajaji Salai, Chennai – 600 001.  
Phone No. 044 25220610.

**Dy.CHIEF MECHANICAL ENGINEER(W)  
CHENNAI PORT AUTHORITY**

**REFURBISHMENT OF LIFT CAR CABIN AND REPLACEMENT OF CAR DOOR OF 1 NO, 5 PERSONS CAPACITY LIFT OF OTIS MAKE AT SIGNAL STATION BUILDING IN CHENNAI PORT AUTHORITY.**

**TECHNICAL SPECIFICATION**

**SCHEDULE - 'A'**

**1.0 GENERAL:**

Chennai Port Authority proposes to award the Contract for Refurbishment of Lift car cabin and replacement of car door of 1 No. 5 persons capacity lift of Otis make at Signal Station building in Chennai Port Authority.

**2.0 ELIGIBILITY CRITERIA:**

OEM of M/s. OTIS Elevator Company (India) Ltd,. only eligible.

**3.0 SCOPE OF WORK:**

The scope of work includes as follows :-

- i) The refurbishment of Lift Car Cabin Cladding with Stainless Steel sheets and replace the Car door.
- ii) The spares used in this work shall be genuine spares parts.

**4.0 TECHNICAL SPECIFICATION**

Sl. No.	Location & Machine No	Lift capacity	No.of Floors	Motor Capacity & Controller
1	Signal Station Building Machine No. INDY0980/F002034	5 persons	G+4	6.7 KW VVVF Drive

**5.0 REFURBISHING AND COMMISSIONING:**

The refurbishment of Lift Car Cabin Cladding with Stainless Steel sheets and replace the Car door.

As per the Tamil Nadu Lifts Rules 1997, the maintenance of the lift shall be carried out by a Manufacturer of lifts or Company of Electrical and Mechanical Engineers approved by the Electrical Inspectorate.

**6.0 COMPLETION PERIOD**

The entire work shall be completed within One Month from the date of receipt of the Order.

**7.0 GUARANTEE PERIOD**

The replaced parts will be covered under one year guarantee period.

## **8.0 VALIDITY**

The validity period for the offer shall be 180 days.

## **9.0 PRICE:-**

The above price should be kept firm till completion of the contract.

## **10.0 LIQUIDATED DAMAGES/LATE DELIVERY CHARGES:-**

The Liquidated Damages/Late Delivery Charges shall be ½% of the contract value per week or part thereof (a week is defined as 7 days inclusive of holidays) subject to a maximum of 5% of the contract value.

The Liquidated Damages/Late Delivery Charges shall be deducted from any amount payable to or to be payable to the firm / supplier including encashment of Bank Guarantee or any securities/guarantees, if any available with the Port Authority.

The maximum amount of Liquidated Damages/Late Delivery Charges shall be worked out based on the total contract/supply order value inclusive of all taxes and duties.

In case of part/portions of the contract work/supply order completed and taken possession by the ChPA and the ChPA operates/can be made for operation of the part portion/supply order, the calculation of Liquidated Damages will be restricted to the uncompleted/undelivered value of the work/supply order subject to the amount of the maximum percentage prescribed for the Liquidated Damages/Late Delivery Charges of the total value of the contract/supply.

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

## **11.0 OTHER TERMS AND CONDITIONS**

- i) The firm shall deploy technical staff having relevant experience in the field against the quantum of work as desired by Port officials.
- ii) No Men, Materials, Testing Equipments and Transport will be provided throughout the work departmentally.
- iii) The ChPA will not be responsible for any loss or damage of the men/materials/tools/plants engaged by the firm during the work at site or transportation.
- iv) The firm will be responsible for any loss / damage to the ChPA's property during the work at site.
- v) Necessary entry passes shall be obtained by the firm at their own cost with the approval of Port Officials.
- vi) Power Supply will be provided at free of cost by the Port. However, the firm should make his own arrangements to take power supply from the nearest source of supply.

- vii) The firm shall take utmost care during the execution of the work, if any damage to Port property, the cost of the damage shall be deducted from the Contractor's bill.
- viii) For any clarifications the firm may contact the 'Assistant Manager (Lift) at 1<sup>st</sup> floor of the Old Administrative Office Annexe building, Phone No.044-25312320 or Dy.CME(W) at 7th floor of the Centenary Building, Phone No.044-25312360.

**12. PAYMENT TERMS:**

100 % Payment will be made within 30 days from the date of submission of clear and unambiguous bill with all supporting documents signed and date along with separate Chennai Port Authority bill in the prescribed format after actual completion of work and acceptance of work by Chennai Port Authority after deducting Income Tax, Penal Charges and other applicable deduction etc.

Income tax @ 2% with applicable surcharge & education cess shall be levied U/S 194 (c) of Income Tax Act 1961. In case of exemption from the above levy necessary non-deduction certificate shall be produced by the Contractor from Income Tax / Commercial Tax office respectively. In addition to that the tax levied by the Government of India will also be applicable.

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

The payment will be made on production of pre-receipted bill in the ChPA's format and being certified by the Port Engineer.

**CHIEF MECHANICAL ENGINEER  
CHENNAI PORT AUTHORITY**

**REFURBISHMENT OF LIFT CAR CABIN AND REPLACEMENT OF CAR DOOR OF 1 NO.5 PERSONS CAPACITY LIFT OF OTIS MAKE AT SIGNAL STATION BUILDING IN CHENNAI PORT AUTHORITY.**

**SCHEDULE - 'A1'**

<b>Sl. No.</b>	<b>Description</b>	<b>unit</b>	<b>Qty</b>	<b>Total Cost Rs.</b>
I	Charges for Cladding of the lift Car with Stainless Steel sheets and replacement of car door and Car interior ceiling with lights and bottom sheets with aluminum checkered plate and Commissioning of 1 No 5 persons capacity Lift at Signal Station Building. Machine No. NDY0980/F002034 in Chennai Port Authority as detailed in Schedule-'A'. Inclusive of all spares and consumables.	No	1	
Total exclusive of GST				
GST @ 18%				
<b>Total inclusive of GST</b>				

Note : GST amount will be paid based on the original tax invoice.

**Firm's Signature with Seal**



**SPECIAL CONDITIONS OF CONTRACT (SCC)**

**SCHEDULE - 'B'**

- 1.** The Bidder 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 bidder.
- 3.** The prices should be kept firm and not subject to fluctuation at any stage till the completion of the contract. The price bid shall be quoted on line only.
- 4.** The Bidder 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 Bidder shall quote separately for any items which have not been specifically mentioned in the specification but which are found necessary for Refurbishment work.
- 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 Bidder'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 in the work will be final and binding on the Bidder. The Bidder 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 Bidder.

10. The Bidder shall co-ordinate his work with that of other Bidders executing other works in the site and plan his work as to minimize inconvenience to others in the work site.
11. The watch and ward and storage of materials will be Bidder's responsibility and the Board shall not be held responsible for any loss of the material.
12. The Bidder 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 Bidder shall contact the "AM(M)/Lift" 1<sup>st</sup> Floor of the Old Administrative Building, Chennai Port Authority Telephone No. 25312320.

**Dy.CHIEF MECHANICAL ENGINEER (W)  
CHENNAI PORT AUTHORITY**

**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 Authorities of the Port of Chennai as constituted under the Major Port Authority's Act, 1963 as amended from time to time.
- (b) "CHAIRPERSON" means the Chairperson of the Chennai Port Authority.
- (c) "CHIEF MECHANICAL ENGINEER" means the Chief Mechanical Engineer of the Chennai Port Authority.
- (d) "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.
- (e) "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.
- (f) "CONTRACT" means the General Conditions, Specifications, Drawings, Priced Bill of Quantities, Schedule of Rates, Prices (if any) tender and contract agreement.
- (g) "BIDDER " means the person or persons, bidder or company whose tender has been accepted by the Board and Bidder's permitted assigns.
- (h) "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.
- (i) "DRAWINGS" means the drawings referred to in the contract agreement and any modifications of such drawings approved in writing by the Chief Mechanical Engineer and such other drawings as may from time to time be furnished or approved in writing by the Chief Mechanical Engineer.
- (j) "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.

- (k) "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'.
- (l) "WORKS" means the works to be executed in accordance with the contract under the relevant schedules.
- (m) "AUTHORITY'S STORES" means the storage yards for materials of the Authority 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 for as the necessity for providing the same is specified in or reasonably to be inferred from the contract.

**3. COMPLETION PERIOD**

The entire work shall be completed within One Month from the date of receipt of the Order.

**4. PRICE: -**

The prices should be kept firm till the completion of the work.

**5. GUARANTEE PERIOD:**

The replaced parts will be covered under one year guarantee period.

**6. BIDDER'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 Bidder 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 Bidder 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 Bidder directions and instructions from the Chief Mechanical Engineer and the Chief Mechanical Engineer's representative.

## **7. 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.

8. 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 contractor, such as war, stormy weather etc., the Chief Mechanical Engineer may at his discretion, grant to the contractor 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.
9. 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 contractor.
10. The contractor shall maintain at the site or work an Inspection Register, which must be produced by the contractor 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 contractor. 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 Bidder shall not make any entry of any kind in this register.

## **11. 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.

**12. WORK TO BE TO THE SATISFACTION OF THE CHIEF MECHANICAL ENGINEER:**

The contractor 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 Bidder shall take instructions and directions only from the Chief Mechanical Engineer or his representatives.

**13. LIQUIDATED DAMAGES/LATE DELIVERY CHARGES:**

The Liquidated Damages/Late Delivery Charges shall be ½% of the contract value per week or part thereof (a week is defined as 7 days inclusive of holidays) subject to a maximum of 5% of the contract value.

The Liquidated Damages/Late Delivery Charges shall be deducted from any amount payable to or to be payable to the firm / supplier including encashment of Bank Guarantee or any securities/guarantees, if any available with the Port Authority.

The maximum amount of Liquidated Damages/Late Delivery Charges shall be worked out based on the total contract/supply/ work order value inclusive of all taxes and duties.

In case of part/portions of the contract work/supply order completed and taken possession by the ChPA and the ChPA operates/can be made for operation of the part portion/supply/work order, the calculation of Liquidated Damages will be restricted to the uncompleted/undelivered value of the work/supply order subject to the amount of the maximum percentage prescribed for the Liquidated Damages/Late Delivery Charges of the total value of the contract/supply.

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

**14. SUPPLY OF MATERIALS AND LABOUR**

Except where otherwise specified in the contract the contractor 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 contractor 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.

**15.** The contractor 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 contractor or any of his employees, the cost for the materials lost or damaged and penalty for such negligence or carelessness of the contractor as determined by the Chief Mechanical Engineer shall be recovered from the Bidder from any money due to him or to become due to him.

**16. ASSIGNMENT AND SUB-LETTING**

The Bidder shall not assign the contract or any part thereof or any benefit or interest therein or there under without the written consent of the ChPA. The Bidder shall not sublet the whole of the works. The Bidder shall not sublet any part of the works without the written consent of the ChPA and such consent if given shall not relieve the Bidder of any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any Sub-Bidder and his agents, servants or workmen as if they were the acts, defaults, or neglects of the Bidder, 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.

**17.** The Bidder 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 ChPA blameless in respect thereof and also in respect of any claims made by any person in the employment of the Bidder for any reason whatsoever.

**18.** (a) The Bidder shall be responsible for all structural or decorative damage to ChPA '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 ChPA 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 Bidder shall be solely responsible for reporting the ChPA and Police Department immediately any serious or fatal accidents at any place belonging to the ChPA including premises leased to the ChPA to any of his employees/ workmen engaged by him.

**19.** The Bidder 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 ChPA 's premises except with the written permission of the Chief Mechanical Engineer and any such construction so put up shall be removed by the Bidder whenever the Chief Mechanical Engineer calls upon the Bidder to remove.

**20.** The Bidder 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 ChPA will be allowed inside the Harbour premises.

- 21.** Measurements taken by the person authorised by the Chief Mechanical Engineer to take them will be binding on the Bidder who will always be given the opportunity of witnessing the measurements. The bidder should submit a bill in the Authority's prescribed billing format.

**22. PAYMENT TERMS:**

100 % Payment will be made within 30 days from the date of submission of clear and unambiguous bill with all supporting documents signed and date along with separate Chennai Port Authority bill in the prescribed format after actual completion of work and acceptance of work by Chennai Port Authority after deducting Income Tax, Penal Charges and other applicable deduction etc.

Income tax @ 2% with applicable surcharge & education cess shall be levied U/S 194 (c) of Income Tax Act 1961. In case of exemption from the above levy necessary non-deduction certificate shall be produced by the Contractor from Income Tax / Commercial Tax office respectively. In addition to that the tax levied by the Government of India will also be applicable.

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

The payment will be made on production of pre-receipted bill in the ChPA's format and being certified by the Port Engineer.

**23. TAXATION CLAUSES FOR TENDERS UNDER GST AND INCOME TAX :**

- i) The Bidder should possess GST Certificate issued by GST Department and the Status of the GST Registration should be in Active status.
- ii) In such cases where GSTIN status is inactive / Cancelled / Dormant, the tender should get certified by their Chartered Accountant / Cost Accountant with UDIN that the GSTIN is Active and proof of latest GSTR-3B is to be submitted along with the Tender Documents.
- iii) Bidders 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.
- iv) The rate quoted by the Bidder / Supplier shall be inclusive of all Rates and duties other than GST. Applicable GST will be paid by ChPA based on the Tax Invoice.
- v) The bidder shall furnish the Tax invoices as per GST Act / Rules in the name of the Chennai Port Authority as per the GST Invoicing rules / provisions by mentioning the GSTIN of ChPA and indicating amounts of GST Separately. The GSTIN of ChPA is **33AAALC0025BIZ9**.



- vi) The bidder shall remit the GST amount indicated in the invoice to the Government within the due dates and file the returns by mentioning the GSTIN of ChPA to enable ChPA to avail eligible Input Tax Credit (ITC).
- vii) The Bidder shall indemnify Chennai Port Authority from any loss of eligible ITC of GST paid by it to the Bidders / Suppliers based on their tax invoices, due to non-payment of GST returns by the bidder or non-compliance of GST Act / provisions. The bidder shall remit such GST amount with applicable interest and penalties to the ChPA within 7 days from the date of intimation by the ChPA about non-availing to eligible ITC. ChPA also reserves its right to retain such GST amount with interest and penalties from the subsequent bills, Security Deposit, or any amount due to the bidder by ChPA.
- viii) Applicable statutory recoveries including TDS & TCS under Income Tax, 1961 and GST-TDS under GST provisions etc., will be deducted / recovered while accounting for or making payment to the Bidder / Supplier as per the applicable law and as amended from time to time.
- ix) Bill amount along with GST shall be released for payment only if the GST amount is reflected in the GST portal or if the bidder / supplier submits Tax Invoice and copy of the GSTR-1 filed showing the Invoice details.
- x) If the Bidder / supplier submits Tax Invoice and undertaking along with Tax Invoice duly indemnifying Chennai Port Authority from any loss of eligible Input Tax Credit of GST due to non-payment of GST or non-filing of GST Returns or non-compliance of GST Act / Provision Bill amount along with GST shall be paid.
  - a) If such Bidder / Supplier does not comply with GST Act, i.e. Filing of Returns / Remittance of GST within stipulated date, the Port shall not release the subsequent Running Account bills.
  - b) In First & Final Bill passed cases, the Port will adjust the defaulted GST from security deposit / any amount payable to them.
- xi) In case of exemption / Short Recovery of TDS / TCS u/s 197 of Income Tax Act, 1961 necessary non-deduction / Short Deduction Certificate under ChPA PAN **AAALC0025B** shall be produced by the bidder from Income Tax Department before release of payment for the respective Financial Year.
- xii) For the purpose of any Evaluation, GST / Service Tax / VAT components of the work orders should not be considered.
- xiii) The bidders should submit their Income Tax returns along with Trading and / or Profit and loss Account and Balance Sheet certified by Chartered Accountant bearing the membership no of the Chartered Accountant where the Tax Audit is applicable.
- xiv) In such cases where the Tax Audit is not applicable to the Bidders, the bidder may submit self-certified Trading and / or Profit and Loss Account and Balance Sheet along with the Income Tax Return copies filed with the Income Tax Department (ITR-3/ITR-

4/ITR-5) and turnover Certificate for the last 3 Financial Years duly certified by Chartered Accountant with UDIN and Membership No.

**24. FINANCIAL EVALUATION:**

Not Applicable. Since single offer from OEM.

- 25.** In the event of the death, insanity or insolvency of the Bidder or in the case of the Bidder being a partnership on a dissolution of the firm of Bidder or in the case of the Bidder 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 Bidder or others, in respect of work done by the Bidder prior to the termination of the contract.
- 26.** 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 Bidder 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 Bidder. However in the event of any breach of contract, the security deposit will be forfeited.
- 27.** (i) If the Bidder 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.

- (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.

## **28. REMOVAL OF WORKMEN**

The Bidder 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 Bidder to remove from the works any persons employed by the Bidder 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.

- 29. (i)** The Bidder 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 bidder 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 bidder 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 Bidder and enhancement in excess of 10% would be borne by the Port Authority.

## **30. 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 Authority has registered under the ESI Act on 26.09.2012 with ESI Corporation and provision of ESI Act, 1948 are applicable to Chennai Port Authority, a Social Security Act, is applicable to Factories using power and employing 10 or more personnel and establishment employing 20 or more persons and drawing wages/salary upto Rs.21,000/- per month. Workers covered under ESI Act, are entitled for full medical care for self and family. Besides, cash benefit in the event of sickness, maternity and employment injury. Accordingly, the contractual/casual employees drawing wages upto Rs.21,000/- per month employed either directly by Chennai Port Authority or through bidder 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 3.25% plus employees' share of 0.75% 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 3.25% and Employees contribution of 0.75% (recovered from employees), totally 4% 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 bidder has not paid the ESI contribution same will be recovered in the running bill and paid to the ESI Corporation in bidder'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 Chennai Port Authority. The contribution of ESI amount, both Employers share of 3.25% and Employees contribution of 0.75% (recovered from Employees salary), totally 4% shall be paid by the Bidder in the Chennai Port Authority Code on or before 21st of the following month to which the salary relates or otherwise payment to the bidder will be withheld. If the bidder fails to comply with the above instruction, then the Principal Employer (Chennai Port Authority) will make payment to the ESI Corporation. Such amount will be deducted from any amount due to the bidder. 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 bidder 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 Contract, then they should obtain registration under ESI Regulations before award of the work by Chennai Port Authority 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 contractor 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 Bidder 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 Quotation.
- 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 ChPA against all damages & accident occurring to his labour in a Non – Judicial Stamp paper worth Rs.100/-.

**31. EPF CLAUSE :**

The Act provides for monthly contributions by the employer plus workers @ 12% of Basic DA. The benefits payable under the Act are:

- i) Pension or family pension of retirement or death, as the case may be.
- ii) Deposit linked insurance on the death in harness of the worker.
- iii) Payment of P.F. accumulation on retirement/death etc.

**32. INSURANCE:**

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

**33. FORECLOSURE OF CONTRACT**

- I. Notwithstanding anything in the contract agreement the contractor agrees that the Authority (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 Bidder
  - 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 Authority 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 Authority shall not be liable to compensate the contractor or any other person for any losses or estimated loss of profits during such period.
- 34.** 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.
- 35. 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.
- 36.** Any notice to the contractor 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.
- 37.** All payments made by the Board to the contractor under this contract shall be rounded off to the nearest paise.
- 38. (i)** The contract is liable for cancellation if either the Bidder 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 Bidder for, or in connection with the execution of public works, as an employee of such Bidder.
- (ii)** If any contract is terminated on account of the failure of the Bidder 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 Authority on account of such termination without prejudice to the Authority's right to proceed against such officer.
- 39.** 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 Bidder although special mention thereof may have been omitted in the specification or drawings.
- 40.** 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.
- 41.** The technical specification – “Schedule-A” and Price Schedule – A1” to be read in conjunction to make sure of the works with spares involved.
- 42.** The bidder is required to offer rates as per Authority’s format “Schedule-A1” without fail and mention taxes and duties.

43. Necessary paid entry passes to be obtained by the bidder at their own cost.
44. The bidder is advised to visit the site.
45. The Authority will not be responsible for any loss or damage of Men/materials/plants engaged during the work.
46. The Bidder shall arrange their own tools and plants and other materials and components required for the above work.
47. All transport required for the work shall be arranged by the bidder at their own cost.

48. **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)

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 terminations Security deposit will be forfeited.

**Dy.CHIEF MECHANICAL ENGINEER(W)  
CHENNAI PORT AUTHORITY**

**SCHEDULE OF GENERAL PARTICULARS**

1. Name of Bidder / Manufacturer.
2. Address of Bidder / Manufacturer
3. Telegraphic / Telex / Fax Code of Bidder / Manufacturer
4. Name and designation of the office of the Bidder / 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. Bidder's proposal reference and date
10. Bidder'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 : Bidders are required to fill up all the blank spaces in this tender form.

To

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

1. Having examined the instructions to Tenderers, General conditions of contract, Specifications and Schedules attached to the **“e-TENDER IN GeM Portal for THE REFURBISHMENT OF LIFT CAR CABIN AND REPLACEMENT OF CAR DOOR OF 1 NO, 5 PERSONS CAPACITY LIFT OF OTIS MAKE AT SIGNAL STATION BUILDING IN CHENNAI PORT AUTHORITY.**

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 IN GeM Portal for THE REFURBISHMENT OF LIFT CAR CABIN AND REPLACEMENT OF CAR DOOR OF 1 NO, 5 PERSONS CAPACITY LIFT OF OTIS MAKE AT SIGNAL STATION BUILDING IN CHENNAI PORT AUTHORITY.**

with all equipment, spares, etc., The entire work shall be completed as mentioned in the tender.

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 bidder’s tender & ChPA Letter of Indent will form Legal binding on the Tenderer.

6. We agree to abide by this tender for the period of 120 days from the date fixed for receiving the same.

7. We further agree that in the event of our with drawing 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, failing which necessary action will be taken against your bidder as per rules in force.

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

Dated the .....day 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 AUTHORITYees of the Port of Chennai, a body corporate under Major Port AUTHORITYs 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

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 Tender document shall be deemed to form and be read and construed as part of this agreement.
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 Authorities of the Port of Chennai represented by its Chairman was hereunto affixed and	
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<p>Shri. A.JAYASIMHA Chief Mechanical Engineer thereof has hereunto set his hand in the presence of</p> <p>Shri.S.HARI BABU Dy.Chief Mechanical Engineer (W)</p> <p>Signed and sealed by the Bidder in the presence of</p>	<p>CHIEF MECHANICAL ENGINEER</p> <p>The signature is made on behalf of authority from the Chairman of the Board of Authorities of the Port of Chennai, under Section 34(i) of the Major Port Authority's Act, 1963.</p>
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1.

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2.

**BIDDER**

**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 firm) to provide information and  
respond to enquiries etc. as may be required by the Port AUTHORITY 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 firm)

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. Copy of PAN Card
7. TIN Number
8. GST No.
9. ESI Regn. No.

**Bidder's Sign and Seal**

Place:

Date :

**APPENDIX-VI**

**Format of Certificate for Tenders for Works under Rule 144 (xi) in the  
General Financial Rules (GFRs), 2017**

**(Hard Copy Submitted by Firm's Letter head)**

**To**

**(Name and address of Tender Inviting Authority)**

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**DECLARATION BY AUTHORISED SIGNATORY OF THE**

**FIRM**

Dear Sir,

Ref: Your Tender No. \_\_\_\_\_ dated \_\_\_\_\_

I/We, \_\_\_\_\_ the \_\_\_\_\_ undersigned,  
\_\_\_\_\_(full name), do hereby  
declare, in my capacity as \_\_\_\_\_ of  
M/s. \_\_\_\_\_ (name of bidder entity),  
that:

1. I have read the Orders (Public Procurement No. 1,2 &3) dt 23<sup>rd</sup> July 2020 & 24<sup>th</sup> July 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rule (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India.
2. I/we certify that M/s. \_\_\_\_\_ (name of bidder entity)
  - a) is not from such a country. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. OR,
  - b) is from such a country (strike out whichever is not applicable), and has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]
3. I/We the Bidder agree and undertake that if the contract is awarded to us, we will not sub-contract or outsource any work and / or any part thereof to a contractor from such countries, unless such contractor is registered with the Competent Authority and proof of same is obtained. I / we hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered and I/We submit the proof of registration herewith [Wherever applicable, evidence of valid registration by the Competent Authority shall be attached]
4. I understand that the submission of incorrect data and / or if certificate / declaration \_\_\_\_\_ given \_\_\_\_\_ by \_\_\_\_\_ M/s. \_\_\_\_\_ (name of bidder entity) is found to be false, this would be a ground for immediate termination and

further legal action in accordance with law as per Clause 12 of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFR's),2017.

5. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order (Public Procurement No.1,2,3) dated 23<sup>rd</sup> and 24<sup>th</sup> July 2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India including the words defined in the said order which shall have the same meaning for the purpose of this Declaration cum Undertaking.

Executed at \_\_\_\_\_ On this the \_\_\_\_ day of \_\_\_\_\_  
By Authorized Signatory

(Signature and Name)  
Seal of the Bidder

\*Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached.