



**CHENNAI PORT AUTHORITY**

**TENDER No. MEE / 06 / 2024 / Dy.CME(ES)**

**e - TENDER**

**FOR**

**e TENDER FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND GUARANTEEING THE PERFORMANCE OF 81 NOS. 2.0 TR CAPACITY 3 STAR RATED SPLIT TYPE AC PLANTS AT VARIOUS LOCATION IN CHENNAI PORT AUTHORITY WITH 4 YEARS CAMC UNDER TWO COVER SYSTEM**

**On line submission closing date: 14.30 Hrs. on 14.03.2024**

**On line Opening date: 15.00 hrs. on 15.03.2024**

**[e-procure.gov.in](http://e-procure.gov.in)**

**CHENNAI PORT**  
**TENDER No. MEE / 06 / 2024 / Dy.CME(ES)**

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Tender Document can be submitted online only in the designated two cover system on the e-tender website [eprocure.gov.in](http://eprocure.gov.in) on or before the due date and time. However, one Hard copy of the Tender shall be submitted as specified in the Tender. The time of on line opening of technical bid will be on **15.03.2024 at 15.00 Hrs.**

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

**CHENNAI PORT AUTHORITY**

**MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT**

**NOTICE INVITING TENDER**

**TENDER No. MEE / 06 / 2024 / Dy.CME(ES)**

**Sub: e TENDER FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND GUARANTEEING THE PERFORMANCE OF 81 NOS. 2.0 TR CAPACITY 3 STAR RATED SPLIT TYPE AC PLANTS AT VARIOUS LOCATION IN CHENNAI PORT AUTHORITY WITH 4 YEARS CAMC UNDER TWO COVER SYSTEM**

**ESTIMATE COST : Rs.48,22,000.00 (Rupees Forty eight lakhs and twenty two thousand only exclusive of GST )**

**On line submission closing date: 14.30 Hrs. on 14.03.2024**

**On line Opening date: 15.00 hrs. on 15.03.2024**

For further details please visit: [www.eprocure.gov.in](http://www.eprocure.gov.in)  
[www.chennaiport.gov.in](http://www.chennaiport.gov.in)

**CHIEF MECHANICAL ENGINEER**

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**1. NOTICE INVITING ONLINE TENDER**  
**CHENNAI PORT AUTHORITY**

**Mechanical & Electrical Engineering Department**

**DY.CME (ES) DIVISION**

**Tender NO: MEE / 06 / 2024 / Dy.CME(ES)**

Details about tender:

Department Name	Mechanical & Electrical Engineering Department
Circle/ Division	CHIEF MECHANICAL ENGINEER, Dy.Chief Mechanical Engineer (ES) Division, Old Administrative Office Building, II Floor, RajajiSalai, Chennai – 600 001.
Tender Notice No.	<b>MEE / 06 / 2024 / Dy.CME(ES)</b>
Name of Project	<b>“e TENDER FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND GUARANTEEING THE PERFORMANCE OF 81 NOS. 2.0 TR CAPACITY 3 STAR RATED SPLIT TYPE AC PLANTS AT VARIOUS LOCATION IN CHENNAI PORT AUTHORITY WITH 4 YEARS CAMC UNDER TWO COVER SYSTEM”</b>
Name of Work	<b>“e TENDER FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND GUARANTEEING THE PERFORMANCE OF 81 NOS. 2.0 TR CAPACITY 3 STAR RATED SPLIT TYPE AC PLANTS AT VARIOUS LOCATION IN CHENNAI PORT AUTHORITY WITH 4 YEARS CAMC UNDER TWO COVER SYSTEM”</b>
Estimated Contract Value (INR)	<b>Rs. 48,22,000.00 (Rupees Forty eight lakhs and twenty two thousand only exclusive of GST )</b>
Period of Completion (in Months)	PI refer Clause No.3 of GCC
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)
Qualifying Criteria :	<b>PI refer Schedule ‘A’, 2.0. Eligibility Criteria, Section - II</b>
Bid Security :	PI refer Clause No.8 of ITT
Bid Document Downloading Start Date	<b>22 / 02 / 2024 onwards</b>
Bid Document Downloading End Date	<b>14 / 03 / 2024 up to 14.30 Hrs.</b>

Firm’s Seal and Sign

Date & Place of Pre Bid Meeting	<b>29 / 02 / 2024 @ 11.00 Hrs. Dy.CME(ES) 's Chamber</b>
Last Date & Time for Receipt of Bids in AUTHORITY	<b>15 / 03 / 2024 @ 14:30 Hrs.</b>
Last Date & Time for Receipt of Bids for online submission	<b>14 / 03 / 2024 @ 14:30 Hrs.</b>
Bid Opening Date	<b>15 / 03 / 2024 @ 15:00 Hrs.</b>
Documents required to be submitted by scanning through online	Documents in support of fulfilling qualifying criteria as indicated above and all other relevant documents.
Bid Validity Period	<b>120 Days</b>
Earnest Money Deposit details as per Tender Condition	E.M.D. - Demand Draft/Banker's cheque shall be uploaded online (by scanning) while uploading the bid. The bidder shall also send the hard copy of EMD (D.D./ Banker's cheque) to office of the Chief Mechanical Engineer on or before the bid opening date for the purpose of realization. The exemption from the payment of E.M.D. will be allowed for Valid MSME. Hence Soft copy (scanned copy) / hard copy of certificate shall be uploaded / reach the office of the Dy.Chief Mechanical Engineer before the opening time of the Technical Bid. TELEPHONE: (O) 044 – 25312542 Email : <a href="mailto:dycme@chennaiport.gov.in">dycme@chennaiport.gov.in</a>
Officer- Inviting Bids:	<b>CHIEF MECHANICAL ENGINEER</b>
Bid Opening Authority :	<b>SUPERINTENDING ENGINEER</b>
Address:	<b>Chief Mechanical Engineer, VII Floor, Centenary Building, RajajiSalai, Chennai – 600 001.</b>
Contact Details :	The Dy.CME (ES), Chennai Port Authority, 2 <sup>nd</sup> Floor, Old Admn. Office Building, RajajiSalai, Chennai – 600 001. Phone No: <b>044 – 2531 2542</b> Email: <a href="mailto:dycme@chennaiport.gov.in">dycme@chennaiport.gov.in</a>

**NOTE:**

In case bidders need any clarifications or training to participate in online Tenders, they can contact Dy.CME(ES) Cell, Ph.25312308.

**Format and Signing of Bid**

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

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

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

## **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

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

16. The rates offered details have to be entered separately in a spread sheet file (xls) in the space allotted and should be updated as BOQ.xls file for each tender after the financial bid. The BOQ file, if found modified by the bidder, his bid will be rejected.
17. The tendering system will give a successful bid updation message & then a bid summary will be shown with the bid no. & the date & time of submission of the bid with all other relevant details. The bidder has to submit the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
18. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
19. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
20. For any clarifications with the TIA, the bid number can be used as a reference.
21. Bidder should log into the site well in advance for bid submission so that he submits the bid in time (i.e.) on or before the bid submission time. If there is any delay, due to other issues, bidder only is responsible.
22. Each documents to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2 MB, it can be reduced by scanning at low resolution and the same can be uploaded. However, if the file size is less than 1 MB the transaction uploading time will be very fast.
23. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-procurement system. The bidder should follow this time during bid submission.
24. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
25. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used Data storage encryption of sensitive fields is done.
26. Any documents that is uploaded to the sever is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyers public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
27. Tenderer is required to submit their tender through online in the form of Two cover system on or before due date of closing time.

**28. AMENDMENT TO AUTHORITY TENDER 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 Tenderer, modify the AUTHORITY Tender Document by the issuance of Addendum.

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

In order to offer reasonable time for the prospective Tenderer 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 all the Tenderers and Tender Committee Meeting shall form part and parcel of the Agreement.

**29. BID SUBMISSION:**

- I Tender Document can be submitted online only in the designated two cover system on the e-tender website [eprocure.gov.in](http://eprocure.gov.in) on or before the due date and time. However, one Hard copy of the Tender shall be submitted as specified in the Tender on or before bid opening date and time.

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

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

**This shall contain scanned copy of the following:-**

- i) Scanned copy of EMD and I – IX Appendixes.
- ii) Documents required as per Pre Qualification Criteria as specified in the Tender.

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

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 e- procurement portal only. Any indication of 'Quoted price' in the online technical bid documents shall be lead to rejection of the bid outright. For evaluation purpose, the uploaded offer documents will be treated as authentic and final. The price bid submitted through e-procurement mode only will be taken up for the purpose for evaluation.

**III. EVALUATION PROCESS:**

- 1) A proposal shall be considered responsive if -
  - a. It is received by the proposed Due Date and Time.
  - b. It is Digitally Signed.
  - c. It contains the information and documents as required in the Tender Document.



- d. The Tenderer have to submit Appendix – II (Local Content Declaration) on Rs.100 /- non judicial Stamp paper by mentioning of percentage of local content along with their Technical Bid. Tenderer not accompanied by the same shall be summarily rejected.
  - e. It contains information in formats specified in the Tender Document.
  - f. It mentions the validity period as set out in the document.
  - g. It provides the information in reasonable detail. The Port Authority reserves the right to determine whether the information has been provided in reasonable detail.
  - h. There are no significant inconsistencies between the proposal and the supporting documents.
  - i. The Technical qualification conforms to as specified in the eligibility criteria of General rules and directions for the guidance of the Tenderer.
  - j. A Tender that is substantially responsive in one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (1) which affects in any substantial way, the scope, quality, or performance of the Tenderer, or (2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicant presenting substantially responsive bids.
  - k. The Port 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.
  - l. The Port Authority would have the right to review the Technical Qualification and seek clarifications wherever necessary.
- 2) Since the tender involves selection based on pre-qualification criteria and technical specification, the Chief Mechanical Engineer will examine and seek clarification if any and list out the firms, which are found technically suitable and Cover – II Price Bid of such tenders only will be opened.
- a) The date and time will be intimated to tenderers whose offers are found suitable and Cover – II of such tenderers will be opened on the specified time and date.
  - b) The cost of stamping Agreement must be borne by the successful Tenderer.
  - c) Tenderers should obtain Entry pass shall be obtained from online pass link in the Chennai port Authority for a site visit on receipt of online pass.
  - d) The **Fax/E-Mail offers will be treated as defective, invalid and rejected**. Only detailed complete offers received through online prior to closing time and date of the tenders will be taken as valid.

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

## SECTION – I

### INSTRUCTION TO TENDERERS (ITT)

1. Tenders in sealed covers superscribed as “**e TENDER FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND GUARANTEEING THE PERFORMANCE OF 81 NOS. 2.0 TR CAPACITY 3 STAR RATED SPLIT TYPE AC PLANTS AT VARIOUS LOCATION IN CHENNAI PORT AUTHORITY WITH 4 YEARS CAMC UNDER TWO COVER SYSTEM**” as detailed in the Specification under Schedule “A” attached herewith and in accordance with instructions to tenders, conditions of contract, etc. are submitted through Online submission on not later than **14.30 Hrs. on 14.03.2024** and sealed and signed Tender document shall submitted to the office of the Chief Mechanical Engineer, Chennai Port Authority located at the 7<sup>th</sup> of floor of the Centenary Building on **14.30 Hrs. on 15.03.2024**. online bid opening on **15.00 Hrs. on 15.03.2024**

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

### 2.0. ELIGIBILITY CRITERIA:

Refer Schedule 'A', 2.0. Eligibility Criteria, Section – II.

### 3. 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 Due date including any extension there of
- b. it is signed, sealed, bound together in the hard copy of the Tender document.
- c. Auditor's report of Annual turn over for last three years in original and notarized copies of profit and loss statements and balance sheet for last three years with endorsed by CA.
- d. Copies of work order for similar works, successful completion certificate with performance and value of work done.
- e. it is accompanied by the Power of Attorney
- f. it contains all the information in formats and documents as requested in all respects
- g. Copies of TDS Certificates if works executed in Private Organizations.
- i. Copy of ESI registration Number
- j. Copy of GST registration number
- k. Copy of PF registration number
- l. Copy of I – IX Appendixes.

### 4. TECHNICAL AND COMMERCIAL COVER- I:

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

- a) The Tenderers have to submit a EMD / valid MSME certificate along with their technical bid. Tenders not accompanied by the EMD/ MSME shall be summarily rejected.

- b) Profit and loss statements and experience in similar works and other documents as per Eligibility criteria.
- c) The Tenderer have to submit Appendix – II (Local Content Declaration) on Rs.100 /- non judicial Stamp paper by mentioning percentage of local content along with their Technical Bid. Tenderer not accompanied by the same shall be summarily rejected
- d) Tender documents with seal sign in all pages with relevant documents and drawings either in the scanned copy or Hard copy.
- e) The tenderer should not indicate the rate anywhere directly or indirectly in Cover I. Any such offers will disqualify the tender forthwith.

## **5. COVER – II**

- (a) The Cover – II Schedule of Quantities and Prices,” – Schedule –‘A1’(Price Bid) shall be submitted through on line only.

### **5.1. HARD COPY**

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

## **6. POWER OF ATTORNEY**

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

## **7. LANGUAGE**

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

## **8. EARNEST MONEY DEPOSIT**

The Earnest Money Deposit for this Tender is **Rs.96,440 /- (Rupees Ninety six Thousand four hundred and forty only.)** The account Payee demand draft / Banker’s Cheque on any Nationalised bank payable at Chennai in favour of “CHAIRMAN”, Chennai Port Authority or to claim exemption under Clause above, the Tenderers are required to produce a self attested copy of the Micro and Small

Enterprises (MSEs) certificate issued by Dept. of Micro, Small and Medium Enterprises (MSME). The exemption from the payment of E.M.D. will be allowed only if the tender item of work/supply is covered in the enlistment statement attached Micro and Small Enterprises (MSEs certificate issued by Dept. of Micro, Small and Medium Enterprises (MSME). No claims for exemption without the details stipulated above will be considered.

The Earnest Money Deposit shall be refunded to the Tenderers as follows:

- a) Successful Tenderer – after the payment of Security Deposit.
- b) Unsuccessful Tenderers, validity extended Unsuccessful Tenderers – after finalization of the L1 of contract.
- c) Validity not extended Tenderers – within 20 days on submission of claim along with bank details.

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

The Tenderer shall furnish the details of Bank Account No. & Type of Account Bank Name and branch, MICR Number etc., for the refund of EMD through e-payment. In case where the e-payment facilities are not available, the Tenderer shall submit Advance stamped receipt for refund of EMD amount. The advance stamp receipt shall be in favour the CHAIRMAN, CHENNAI PORT AUTHORITY and it shall be enclosed along with the Tender document.

## **9. PROVISION OF PUBLIC PROCUREMENT**

### **9.1.A (Preference to Make in India)**

- i) The provisions contained in Public Procurement (Preference to Make in India ) Order 2017 as Amended by OM No.P-45021/2/2017 – PP(BE-II) dated 16.09.2020 further as amended from time to time if any, shall be applicable to this tender.
- ii) The margin of purchase preference applicable is 20 % or as decided by the relevant Nodal Ministry for the item from time to time.
- iii) The minimum local content for Class I and Class II local suppliers shall be 50% and 20 % respectively or as decided by the relevant Nodal Ministry for the item.
- iv) Procurements where the estimate value is less than Rs.5.00 Lakhs shall be exempted from this order.
- v) Verification of Local Content :
  - a. For procurement value up to 10.00Crores: The class I local supplier / Class II local supplier at the time of tender, bidding or solicitation shall be obliged to indicate percentage of local content and provide Self Certification (as per the format enclosed) that the item offered meets the local content requirement for Class I local supplier / Class II suppliers as the case may be. They shall also give details of the locations at which the local value addition is made.
  - b. For procurement value above Rs.10.00 Crores: The Class I local supplier / Class II local supplier at the time of tender, bidding or solicitation shall be required to provide certificate from the statutory auditor or cost auditor of

the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

The Tenderer shall submit the Declaration as per **APPENDIX II** in the Technical Bid.

**9.2.B. CERTIFICATE FOR GFR 144 (XI)**

- I. The provisions contained in Order (Public Procurement No.1) of DOE , Public Procurement Division No. F.No.6/18/2019 PPD) dated 23.07.20 and as amended/clarified from time to time shall be applicable to this tender.
- i. Any bidder from a country which shares a land border with India will be eligible to bid against the tender only if the bidder is registered with the Competent Authority specified in Annexure II of Order (Public Procurement No.1) dated 23.07.2020.
- ii. "Bidder" (including the term tenderer, 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons or firms or companies), every artificial juridical person falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this order means:
  - a. An entity incorporated , established or registered in such country : or
  - b. A subsidiary of an entity incorporated, established or registered in such a country: or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country : or
  - d. An entity whose beneficial owner is situated in such a country: or
  - e. An Indian (or other) agent of such an entity: or
  - f. A natural person who is citizen of such a country: or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- iv. The beneficial owner for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;

- b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a Authority, the identification of beneficial owner(s) shall include identification of the author of the Authority, the Authorities, the beneficiaries with fifteen percent or more interest in the Authority and any other natural person exercising ultimate effective control over the Authority through a chain of control or ownership.
- v. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
- vi. [To be inserted in tenders for works contracts, including turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this order)  
"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

#### Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country, or if from such a country, 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 shall be attached]

#### Model Certificate for Tenders for Works involving possibility of sub-contracting

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is 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 shall be attached]

Model Certificate for GeM:

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country, or if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfils all requirements in this regard and is eligible to be considered for procurement on GeM [where applicable, evidence of valid registration by the Competent Authority shall be attached]

Tenderers shall submit Declaration as per **APPENDIX III** in their technical bid.

**10. VALIDITY**

The prices quoted by the Tender must be firm and should hold good at least for **120 days** from the date of opening of the tender. The Board does not bind itself to accept claims for extra payments for items not included in the tender.

**11. 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 Deposit in any manner suggested above shall be to the extent of 10 % of the amount of accepted tender towards security for the due fulfilment of the conditions of contract and the Tenderer must execute an agreement in the form hereto annexed. The Demand draft/Bankers' Cheque shall be furnished within 21 days from the date of placement of order, failing which SD have to be remitted along with interest @ 18 % provided maximum period of 15 days from the stipulated period. The Demand draft/Bankers' Cheque shall be in favour of the Chairman, Chennai Port AUTHORITY payable at Chennai. No interest will be allowed on each deposits. In case the contractor fails to remit SD within the stipulated period, EMD will be forfeited within 15 days. SD will be returned on satisfactory completion of CAMC period of 4 years.

**12. EXECUTION OF CONTRACT AGREEMENT**

- a. The contractor shall execute an agreement with the Authority within 21 days from the date of receipt of form of agreement.

- b. The cost of stamping the contract agreement must be borne by the successful Tenderer.
- c. The place of stamping and signing of Agreement shall be at Chennai only.
- d. Further, if the successful contractor undertakes, to enter into and execute, when called upon to do so, an agreement, with such modifications as agreed upon and unless and until the formal agreement is prepared and executed, the successful contractor's offer, Authority order and the written acceptance for the receipt of Authority order and the written acceptance for the receipt of Authority order of the successful contractor shall form a binding contract between the Authority and the contractor.

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 Authority and the contractor.

**13. 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 Tenderers. The tender document should be submitted duly signed at the bottom of each page.

**14. 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.

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

Only such vehicle as allowed by the Board will be permitted to enter into the Harbour premises. Tenderers should obtain a temporary pass from the Chennai Port 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 Tenderer or his authorized representative during site visit.

**15. DISCLAIMER**

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

It would be deemed that prior to submitting the Tender, the Tenderer has (a) made a complete and careful examination of requirements and other information set forth in this Tender, (b) received all such relevant information as it has requested from the



Port 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 Tenderer'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 Tenderer in respect of the above.

**16. FORMAT OF TENDER DOCUMENT**

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

**17. 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.

**18. 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.

**19. ASSISTANCE IN OBTAINING APPROVALS**

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

20. 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.
21. The Authority will not issue any 'C & D' Form. Hence, the Tenderers are advised to quote specifically & clearly the percentage of sales taxes, if any, in the price bid covers.
22. The Authority reserves the right to seek any Technical and commercial clarifications.

**23. 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(ES)  
CHENNAI PORT AUTHORITY**

**e TENDER FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND GUARANTEEING THE PERFORMANCE OF 81 NOS. 2.0 TR CAPACITY 3 STAR RATED SPLIT TYPE AC PLANTS AT VARIOUS LOCATION IN CHENNAI PORT AUTHORITY WITH 4 YEARS CAMC UNDER TWO COVER SYSTEM**

**TECHNICAL SPECIFICATION**  
**SCHEDULE - 'A'**

**1.0. GENERAL:**

Chennai Port Authority proposes contract work for Supply, Installation, Testing Commissioning and guaranteeing the performance of 81 Nos. 2.0 TR capacity 3 Star rated split type AC plants at various location in Chennai Port Authority with 4 years CAMC through e-portal mode as per the scope of work as detailed below.

**2.0. ELIGIBILITY CRITERIA:**

i) The **Average Annual Financial Turnover** during the last Three (3) years ending 31<sup>st</sup> March 2022 should be at least **INR Rs.14,46,600** /-. Annual turnover, profit and loss statements, balance sheet and Auditor's report for the last three years shall be submitted duly endorsed by Chartered Accountant (original / copy for the year 2019-20, 2020-21 and 2021-22 ).

ii) The Tenderer should have experience in 'Similar Works during last 7 years ending last day of month previous to the one in which tenders invited should be either of the following:-

a) **One** similar completed work of contract value not less than **Rs.38,57,600** /-;  
(OR)

b) **Two** similar completed works of contract value not less than **Rs.24,11,000** /-  
**each**

(OR)

c) **Three** similar completed works of contract value not less than **Rs.19,28,800/-**  
**each**

'SIMILAR' Works – means "**Supply / Installation and Commissioning / CAMC / AMC of all type of Air Conditioners / Chiller Plants**".

.The above mentioned value of similar completed works is exclusive of Taxes (Service tax / GST)

**PI Note:** (i) The Tenderers shall enclose the copy of the supporting documents to fulfill the eligibility criteria for pre-qualifications viz., Work Orders Copies for similar works, in the name of the Tenderer indicating breakup details of each items and their values, successful completion certificates from clients indicating the date of completion, value of work done, etc.

(ii) "TDS Certificates with relevant Traces shall also be enclosed if the similar works executed in private organizations".

(iii) The firm who has their own service centre/ authorized service centre in Chennai Region only will be considered for submitting their offer.

**3.0. SCOPE OF THE WORK:**

The scope of the work includes the following:-

Supply, Installation, Testing, Commissioning and Guaranteeing the performance of slim, high wall mounted type 2.0 TR capacity split air conditioning plants 81 Nos. with cordless remote including all accessories and materials. After

completion of installation work the surface of the wall to be in original and to close all holes inside and outside of the wall.

Note: 1. No joints in the cable and copper tube is permissible.

2. Distance between Indoor and outdoor units are varies according to site conditions.

3. If any old AC unit in the proposed locations is existing, the same shall be removed.

4. All removed AC units shall be transported and handed over at Return Stores Depot inside Port area along with Indent furnished by the Port officials without any extra cost.

**4.0. TECHNICAL SPECIFICATION:**

Ton Range	2 TR
Star Rating	3 Star
Power supply	230 Volt, AC , 50 Hz
Gas	R 32 / R 410A
Compressor	(High EER) Rotary
Make	Voltas / Blue Star / Carrier / O General/Hitachi / LG / Samsung
MCB	20 Amps DP, with M.S. Enclosure.
Stabilizer	5 KVA of single Booster
Mounting	High wall type
Material for body	ABS
MS Powder coated bracket	To mount the outdoor unit with required materials and accessories.
Cooling condenser coil	Copper
Laying of copper pipe	Suitable size and required length
Laying of Rigid PVC Drain hose	Suitable size and required length
Laying of sleeve / Hose for copper tube, control cable and seeing as per site requirement.	Suitable size and required length
Rigid PVC casing capping	Suitable size
Temperature controller	Electronic Thermostat
Remote with Battery	Cordless LCD Display

Display in the Indoor unit	LED
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**5.0 TESTING AND COMMISSIONING**

The firm has to carry testing like leak Test, vacuum Test and pressure Test and commissioning of the Air Conditioners as per the prevailing IS standards. To measure compressor current cooling temperature. Water drain shall be checked for free flow of dripping water. Further all the installed indoor and outdoor AC units are to be numbered legibly.

**6.0. ACCEPTANCE:**

Acceptance shall be based on the testing performance and satisfactory working condition of the AC unit.

**7.0 CAMC FOR 4 YEARS AFTER THE GUARANTEE PERIOD**

The scope of the Comprehensive Annual Maintenance Contract includes the following:

1. Cleaning the filter pads.
2. Checking the wiring.
3. Cleaning the unit after removing the grills.
4. Checking the cooling fan, cleaning the blades and lubrication.
5. Running the compressor and checking the load current and voltage on no load and full load.
6. Checking the front vibration and rear condenser grills.
7. Tinkering and Painting the rusted portion of each unit wherever necessary.
8. Gas Charging and maintaining sufficient pressure.
9. Replacing of required all spares wherever necessary to commission the AC units.
10. The service to be carried out quarterly i.e 4 times in a year for each unit.
11. Please note that no spare materials & consumables will be supplied by the Dept. All the spare materials & consumables are under the scope of contractor for maintaining the AC in working condition during the CAMC period strictly.

**8.0 OTHER TERMS AND CONDITIONS**

- a. The technical Specification Schedule 'A' and Schedule of prices and Quantities Schedule 'A1' to read in conjunction to ensure the actual supply and works involved.
- b. The entire work shall be completed within 60 days from the 7<sup>th</sup> day of issue of order.

- c. The entire work shall be guaranteed for a period of 12 months from the date of acceptance of the work and also additional guarantee if any as per manufacturers recommendation shall also be extended.
- d. The firm shall quote the rates only in the Authority format as in Schedule 'A1'.
- e. The Authority 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.
- f. The firm will be responsible for any loss/damage to the Authority's property during the work at site.
- g. The firm shall use their own conveyance for transporting of AC plants to the respective site for installation.
- h. The firm shall quote the address of their own service centre in Chennai.
- i. Four free services shall be taken during guarantee period viz once in every quarter.
- j. The firm who has their own service centre / authorized service centre in Chennai Region only will be considered during evaluation for Prequalification. Submission of proof subject to towards authorized service centre at Chennai region for the entire contract period.
- k. If any clarification, the firm shall contact the Dy.CME (ES) / S.E.(ES) / Ex.E.(G) at Old Administrative Building, 7th floor, Phone: 25312542/ 2428 / 2626.

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

**E TENDER FOR THE SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF  
81 NOS. OF 2 TR 3 STAR RATED SPLIT TYPE AIR CONDITIONER WITH 4 YEARS  
CAMC AT VARIOUS LOCATIONS IN CHENNAI PORT AUTHORITY**

**SCHEDULE OF PRICES AND QUANTITIES**

**SCHEDULE 'A1'**

**ITEM – I**

SL N O	Description of the item	Unit	Qty.	Rate/ Unit Rs.	Amount Rs.
1	Cost for supply of 2 TR capacity 3 star rated slim high wall mounting type split air conditioner along with all required materials and accessories, as per schedule 'A'.	No.	81		
2.	Cost for installation of 2 TR capacity 3 star rated slim high wall mounting type split air conditioner, as per schedule 'A'	No.	81		
<b>Sub Total - I</b>					

**ITEM – II**

**4 YEARS CAMC FOR 81 NOS. SPLIT AIR CONDITIONERS**

Sl. No.	Description	Unit	Qty.	Rate/Unit /Month	Amount/ Year (Rs.)
1.	Charges for Comprehensive Annual Maintenance Contract for 81 Nos. 2 TR, 3 Star rated Split Air Conditioners at various location as detailed in Schedule 'A'.  Note: The firm shall service / breakdown shall repair / reconditions of air conditioners and shall complete 81 Nos. of Air Conditioners in a period of 3 months. (ie 4 times in a year)				
	a) 1 <sup>st</sup> year	No.	81		
	b) 2 <sup>nd</sup> year	No.	81		
	c) 3 <sup>rd</sup> year	No.	81		
	d) 4 <sup>th</sup> Year	No.	81		
<b>Sub Total - II</b>					
<b>GRAND TOTAL = Sub Total – I + Sub Total - II</b>					

(Rupees \_\_\_\_\_ only)

- Note: i) The rate quoted by the firm shall be inclusive of all taxes and duties excluding GST.  
ii) The firm shall furnish the Tax invoice for GST separately as per GST Act / Rules.

**Firm's Sign and Seal**

**SPECIAL CONDITIONS OF CONTRACT**  
**SCHEDULE - 'B'**

1. The Tenderer shall examine carefully the General Rules and Directions, General and Special Conditions of Contract, Technical Specifications and 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 must be filled in ink both in figures and words in the Schedule of prices attached with the Tender Document the prices quoted shall be inclusive off taxes, duties, freight, insurance, unloading etc. and any correction shall be supported by the Tenderer's signature there against.
4. The offers with specifications very near to those stated in the Technical Specifications may also be given consideration as alternate besides the main offer with full specification. 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 works of 2TR Split AC and 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 if 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) / S.E.(ES) / Ex.E.(G) 2<sup>ND</sup> floor of the Old Admn. Building, Chennai Port Authority. Telephone Nos. 25312542/ 25312428 / 25312626.

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

**GENERAL CONDITIONS OF CONTRACT**  
**SCHEDULE - 'C'**

**1. DEFINITIONS AND INTERPRETATIONS**

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

- (a) "BOARD" means the Board of Authorities of the Port of Chennai as constituted under the Major Port Authority's Act, 1963 as amended from time to time.
- (b) "CHAIRMAN" means the Chairman 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 WORKS" 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 or Quantities. Schedule of Rates, Prices if any) tender and contract agreement.
- (g) "CONTRACTOR" means the person or persons, firm or company whose tender has been accepted by the Board and Tenderer'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.
- (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) "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 Generator, temporary works and everything 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**

**Item – I:** The entire work shall be completed within 60 days from the 7<sup>th</sup> day of issue of order.

**Item – II :** CAMC period shall be 4 years after completion of Guarantee period.

In case of delay in the progress of work, the Chief Mechanical Engineer shall issue to the Tenderer a memo in writing pointing out the delay in the progress and calling upon the Tenderer 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 Tenderer 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 Tenderer.

- 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**

- (a) The supply / works shall be guaranteed for a period of 12 months (one year) from the date of acceptance of the work. Any defect observed during the guarantee period, the same shall be rectified by the firm free of cost.
- a) The contractor shall ensure no damage to the any Authority Properties during contract period. If any, the same shall be rectified and / or replaced at free of cost by the Tenderer.
- (b) If during this twelve months guarantee period any defects are noticed, which in the opinion of the Chief Mechanical Engineer are due to bad materials used and/or defective workmanship the Tenderer shall be required to carry out at the

Tenderer's cost, such repairs, as the Chief Mechanical Engineer considers necessary or in the event of the Tenderer failing to do this within a notified time the Chief Mechanical Engineer may arrange for such repairs to be carried out and deduct the cost of such rectification of the defects from the amount retained, without prejudice to the recovery of any amount that may have been spent in excess of the deposit. For purposes, the period of 12 months shall count from the date of handing over of the completed part or whole of works by the Tenderer to the Chief Mechanical Engineer. SD will be released after completion of CAMC period.

## **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 or (subject to the limitations of Clause 9 hereof) 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. **LIQUIDATED DAMAGES/LATE DELIVERY CHARGES:**

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

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 Authority and the Authority operates/can be made for operation of the part portion/supply order, the calculation of Liquidated Damages will be restricted to the uncompleted/undelivered value of the work/supply order subject to the amount of the maximum percentage

prescribed for the Liquidated Damages/Late Delivery Charges of the total value of the contract/supply.

The Liquidated Damages/Late Delivery Charges 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.

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 contractor/supplier of the cancelled contract/supply order for non-performance/delay in the execution of the contract/supply.

### **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 Authority's prescribed billing format.

**21. PAYMENT TERMS:**

**For Item - I**

100% payment will be made within 30 days after completion of entire work as per order and acceptance by Engineer in charge.

**For Item – II CAMC**

Payment will be made Quarterly within 30 days on pro – rata basis through e-payment after satisfactorily completion of the work.

Applicable statutory recoveries including TDS under Income Tax, TDS under GST provisions etc., will be deducted/recovered while accounting for or making payment to the Contractor/Supplier as per the applicable law under 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 offerer from Income tax office. The tenderer shall quote the Bank Account details for the payment through ECS along with PAN. A copies of the Pan Card, ESI regn No. and Service Tax Regn No. shall be furnished.

Deposited 10 % of total contract value by the contractor as security deposit under the agreement will be refunded to the contractor after satisfactory completion of the CAMC period.

## **22. TAXES**

- (i) The Tenderer 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 tenderer 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 Tender Document.
- (iii) Tenderers will examine the various provisions of the Central Goods & Services Tax Act-2017 (CGST)/ Integrated Goods & Services Tax (IGST)/ Union Territory Goods & Services Tax (UGST) respective State's State Goods & Services Tax Act (SGST) also, as notified by Central/State Government and as amended from time to time and applicable taxes before bidding.
- (iv) The rate quoted by the Contractor/Supplier shall be inclusive of all Taxes and Duties other than GST. Applicable GST will be paid by ChPA based on the Tax Invoice.
- (v) The firm 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 **33AAALC0025B1Z9**.
- (vi) The contractor /Firm shall remit the GST amount indicated in the invoice to the Government within the due dates and also file the returns by mentioning the GSTIN of ChPA to enable ChPA to avail eligible Input Tax Credit (ITC).
- (vii) The contractor/ firm shall indemnify Chennai Port Authority from any loss of eligible ITC of GST paid by it to the Contractors/Suppliers based on their tax invoice, due to non-payment of GST or non-filing of GST returns by the contractor/firm or noncompliance of GST Act/provisions. The



contractor/firm 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 of 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 contractor 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 Contractor/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 GST amount is reflected in the GST portal or if the tenderer / supplier submit Tax Invoice and copy of the GSTR – 1 filed showing the Invoice details.
- (x) If the Tenderer / 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.

However,

- a) If such Tenderer / Supplier does not comply with GST Act, ie 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 197of Income tax Act 1961, necessary non – deduction / short Deduction certificate under ChPA PAN AAALC0025B shall be produced by the tenderer 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 Tenderers 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 Tenderes, the Tenderer 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.

## **23. TDS under GST**

- (i) Section 51 of CGST Act and 1st proviso to section 20 of IGST Act make it obligatory for CHPA to deduct TDS @ 2% on the “amounts paid to vendor” or amounts credited to the account of the Vendor/Contractor.
- (ii) If the purchase is made from a vendor located in Tamilnadu, then the TDS of 2% will be @ 1% under SGST and another 1% will be under CGST. If the purchase is made from a vendor located in a State/UT other than Tamilnadu, then the TDS of 2% will be under IGST.
- (iii) This GST TDS is mandatory in the payments/purchase are made for the contract value more than Rs.2,50,000/-. It does not depend on the individual invoice values, but it depends on the “Value of Contract”.

**24. FINANCIAL EVALUATION:**

The completed works are evaluated based on total value of work order excluding Taxes (Service tax / GST).

- 25. 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.
- 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 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.
- 27. (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.  
  
li) 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.

lii) 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 of 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.

## **28. 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.

**29. (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 up to 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 Authority.

**30. SAFETY CLAUSE:**

**I) FIRST AID FACILITIES:**

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

**II) SAFETY AND SECURITY MEASURES:**

- a) The method of work for successful completion of work shall be at the sole discretion of the contractor. The contractor shall take all preventive and precautionary measures to ensure complete safety of all site personnel, inhabitants of the buildings including any third party, together with all buildings on or around the site. Temporary and permanent including adjacent building and buildings completed or partly completed by any third party, till satisfactory completion of work in respect to each existing building.
- b) The contractor shall comply with all applicable laws, Regulations and Standards. The contractor shall be responsible for the co ordination of all safety matters and shall promptly comply with any specific safety instructions given by the Employer's Engineer or by the respective authorities.
- c) When any work is performed at night or where day light is shut off or obscured, the contractor shall, at his cost provide appropriate lighting facilities to continue execution and permit inspection. During such periods the access to the place of work shall also be clearly illuminated. All wiring for electric lights and power shall be installed and maintained, securely fastened in a place at the points and shall be kept away as far as possible from telephone and signal wires. All wiring shall be subject to approval by the Employer's Engineer.
- d) The contractor shall adequately safeguard the site, products, materials, plant and the works from the damage and theft.  
The contractor shall provide his and his subcontractor's staff and work people with permits required for admittance to restricted areas.  
Any security procedures as demanded by local authorities / Port Authority such as passes, badges interruptions to work etc., shall be strictly adhered to. The cost for security measures under this Clause shall be borne by the contractor.

**III) SAFETY PRECAUTIONS:**

- a) Proper Personnel Protective Equipments such as Fire resistance Aprons, Welding Shields, safety Goggles, Helmets and safety shoes, Hand Gloves shall be worn by all staffs at site.
- b) All practicable safety measures have to be taken to prevent accident of fire.
- c) Contractor shall comply with provisions of Dock Workers (Safety, Health and Welfare) Act and Rules & Regulation made there under, as applicable, as amended from time to time.

**IV) Dock workers (Safety, Health & Welfare) Act - 1986**

**Regulation 67: Handling objects having sharp and protection parts.**

Docks Workers handling with sharp edges fins, slivers splinters or similar dangerous projecting parts shall be provided with suitable protective equipment.

**Regulation 73: Protective Equipment:**

1. Where other means of protection against harmful agents are impracticable or insufficient, dock workers shall be provided with adequate protective clothing and personal protective equipment to shield them from the effects of such agents.
2. Protective clothing personal protective equipment shall be of suitable quality and maintained in good condition and shall be cleaned and disinfected at suitable intervals.
3. Where protective equipment and clothing may be contaminated by poisonous or other dangerous goods, it shall be stored in separate accommodation where it will not contaminate the dock workers clothing and other belongings.
4. Suitable protection equipment shall be issued to the dock workers employed in the reefer holds or chambers or reefer containers for affording complete body protection.

**V) ACT -11**

1. No young person shall work at any machine to which this regulation applies, unless in the opinion of the Director, such person has been fully instructed as to the dangers arising in connection with the machine and the precautions to be observed, and –
  - i) has received a sufficient training in work at the machine;
  - or
  - ii) is under adequate supervision by a person who has a thorough knowledge and experience of the machine.
2. This regulation applies to such machines as are specified in the schedule to these regulations, being machines which in the opinion of the Director are of such a dangerous character that young person sought not to work at them unless the foregoing requirements.

**31. 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 up to 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 up to Rs. 21,000/- per month employed either directly by Port Authority 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 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 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 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 Contractor in the Chennai Port Authority 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 Authority) 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 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 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 ChPA against all damages & accident occurring to his labour in a Non – Judicial Stamp paper worth Rs.100/-

### **32. EMPLOYEES P.F. & MISCELLANEOUS PROVISION ACT 1952:**

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.

### **33. Insurance**

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

### **34. 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 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 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.

35. 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.

### **36. 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.

37. 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.
38. All payments made by the Board to the Tenderer under this contract shall be rounded off to the nearest paisa.
  - (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 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 Tenderer 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 supply and works involved.
42. The contractor 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 contractor at their own cost.
44. The contractor is advised to visit the site if required.
45. The Authority will not be responsible for any loss or damage of Men/materials/plants engaged during the work.



46. The Contractor 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 contractor 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.
  - i) If the contractor fails to deliver any or all of the Goods within the period specified in the contract, or within 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 terminated. In such terminations Security deposit will be forfeited.

**49. VARIATION:**

- (i) Variation means variation in quantities of items i.e. 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 / minimum 30% against the Tender cost shown in the agreement. The said variation shall be executed after approval of the competent authority.
- (ii) The quantity of items in Schedule 'A1' are only Tentative.
- (iii) Payment shall be made to the Tenderer as per the actual work carried out at site.

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

**SCHEDULE OF GENERAL PARTICULARS**

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

Signature :

Name :

Designation :

Date :

**Local content Declaration & Self Certification as per the Government of India  
Order towards Public Procurement (preference to Make in India) vide Letter No.  
P-45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020)**

**(TO BE PROVIDED ON Rs.100/- NON- JUDICIAL STAMP PAPER)**

I \_\_\_\_\_(Name of the Person(s),S/o \_\_\_\_\_ at  
\_\_\_\_\_ (Address), working as \_\_\_\_\_(Designation and name  
of the firm/Company/ partnership/ Joint venture), and I have been authorized to sign  
the Declaration / Self- Certification on behalf of firm / Company/partnership/ Joint  
venture do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government  
towards Public Procurement (preference to Make in India) vide Letter No. P-  
45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020.

That the information furnished hereinafter is correct to be of my knowledge and belief  
and I undertake to produce relevant records before the procuring entity or any  
authority so nominated for the purpose of assessing the Local Content.

That the local content for all inputs which constitute the said equipment has been  
verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is  
found to be incorrect and not meeting the prescribed value addition norms based on  
the assessment of an authority so nominated for the purpose of assessing the Local  
Content, action will be taken against me as per the notification P-45021/2/2017-  
PP(BE-II), (revised) Dated.16.9.2020.

I agree to maintain the following information in the company's record for a period of 8  
years and shall make this available for verification to my statutory authority.

The Details of the location(s) at which the local value addition is made

- i. Name and details of the Domestic manufacture
- ii. Date on which this certificate is issued
- iii. Product for which the certificate is produced
- iv. Percentage of local content. \_\_\_\_\_ (% to be mentioned)

Signed by me at \_\_\_\_\_ on \_\_\_\_\_

Authorized signatory  
(Name of the Firm entity)

**Note:** Required particulars are to be filled properly for acceptance.

**APPENDIX – III**

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

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.

**TENDER FORM**

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

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To

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

1. Having examined the instructions to Tenderers, General conditions of contract, Specifications and Schedules attached to the **“e TENDER FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND GUARANTEEING THE PERFORMANCE OF 81 NOS. 2.0 TR CAPACITY 3 STAR RATED SPLIT TYPE AC PLANTS AT VARIOUS LOCATION IN CHENNAI PORT AUTHORITY WITH 4 YEARS CAMC UNDER TWO COVER SYSTEM”** in conformity with said conditions of contract, specifications, etc. at rates for items or work in the schedule of items of work and rate attached herewith, we guarantee satisfactory performance.
2. We shall undertake for **“e TENDER FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND GUARANTEEING THE PERFORMANCE OF 81 NOS. 2.0 TR CAPACITY 3 STAR RATED SPLIT TYPE AC PLANTS AT VARIOUS LOCATION IN CHENNAI PORT AUTHORITY WITH 4 YEARS CAMC UNDER TWO COVER SYSTEM”** with all equipment, spares, etc., Entire work shall be completed as specified in the Tender Clause No.3 of GCC..
3. We further undertake, if our tender is accepted, we will deposit within 21 days from the date of receipt of order Demand Draft/Pay order on any scheduled/ Nationalized Bank payable at Chennai only to the extent of 10 % of the tender price in the manner set forth in the conditions in the ITT as Security Deposit.
4. We further undertake, if our tender is accepted to enter into and execute within 21 days, on being called upon to do so, an agreement in the form annexed and the conditions of contract with such modifications as agreed upon.
5. Unless and until a formal agreement is prepared and executed the firm’s tender & Authority 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 firm as per rules in force.

9. 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.



<p>The common seal of the Board of Authorities of the Port of Chennai represented by its Chairman was hereunto affixed and</p> <p>Shri. A.Jayasimha Chief Mechanical Engineer thereof has hereunto set his hand in the presence of</p> <p>Smt.V.Vijayalakshmi Dy.Chief Mechanical Engineer (ES )</p> <p>Signed and sealed by the Contractor 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.

**CONTRACTOR**

**FORMAT OF POWER OF ATTORNEY**

Dated : \_\_\_\_\_

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

Mr. \_\_\_\_\_ (Name of the Person(s)), domicile at  
\_\_\_\_\_ (Address), acting as  
\_\_\_\_\_(Designation and name of the firm), and whose signature is  
attested below, is hereby authorized on behalf of  
\_\_\_\_\_ (Name of the Tenderer) to provide  
information and respond to enquiries etc. as may be required by the Port 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 Tenderer)

**APPENDIX – VII**

**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.

**Firm's Sign and Seal**

Place:  
Date:

**AUDITOR REPORT OF ANNUAL TURNOVER FOR LAST THREE YEARS**

<b>YEAR</b>	<b>AMOUNT</b>
2019-20	
2020-21	
2021-22	
<b>Total</b>	

**Auditor's seal & signature**

**APPENDIX – IX**

**DECLARATION FORM**

Sl.No.	Description	Yes / No.
1.	Agreed all Authority terms and Conditions	
2.	Have you ever been Black listed by any Government / PSU	

**Firm's Sign and Seal**

Place:

Date:

Firm's Seal and Sign