



**CHENNAI PORT AUTHORITY**

**TENDER No. MEE / 02 / 2023 / Dy.CME(MP&OH)**

**TENDER**

**FOR**

**Empanelment of contractors for hiring of vehicles under two categories 1) Monthly basis 2) As & When required basis valid for a period of two years, through e –Procurement mode in the following website [eprocure.gov.in](http://eprocure.gov.in)**

**Las Date for Bid Submission: 21.02.2023 @ 14.30hrs**

**Tender opening Date on : 22.02.2023 @ 15.00hrs**

## **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 (i) applicable laws and applicable permits and (ii) all other matters, including Guidelines, Major Port Authority Act 2021, 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 regulation as stipulated by RTO 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.

**CHIEF MECHANICAL ENGINEER.  
CHENNAI PORT AUTHORITY**

**CHENNAI PORT AUTHORITY**  
**TENDER No. MEE / 02 / 2023 /Dy.CME(MP&OH)**

**e-TENDER FOR Empanelment of contractors for hiring of vehicles under two categories 1) Monthly basis 2) As & When required basis valid for a period of two years IN CHENNAI PORT AUTHORITY.**

**C O N T E N T S**

Sl. No.	DESCRIPTION		Page No.
1.	NOTICE INVITING TENDER		4
2.	NOTICE INVITING ONLINE TENDER (NIOT)		5-7
3.	INSTRUCTION FOR ONLINE BID SUBMISSION		8-10
4.	INSTRUCTION TO TENDERERS (ITT)	SECTION – I	11-18
5.	TECHNICAL SPECIFICATION, SCHEDULE ‘A’ & SCHEDULE OF PRICES & QUANTITIES, SCHEDULE ‘A1”	SECTION – II	19-24
6.	SPECIAL CONDITIONS OF CONTRACT (SCC) SCHEDULE-‘B’	SECTION - III	25-30
7.	SCHEDULE OF GENERAL PARTICULARS	APPENDIX - I	31
8.	TENDER FORM	APPENDIX - II	32-33
9.	FORM OF AGREEMENT	APPENDIX - III	34-35
10.	FORMAT FOR POWER OF ATTORNEY	APPENDIX - IV	36
11.	INTEGRITY PACT	APPENDIX - V	37-41
12.	B.G.Format	APPENDIX-VI	42-43
13.	BANK DETAILS	APPENDIX-VII	44
14.	Local content Declaration & Self Certification towards Public Procurement(preference to Make in India)	APPENDIX-VIII	45
15.	Declaration towards General Financial Rules 2017 RULE 144(XI)	APPENDIX-IX	46-47
16	Check List		48

Tender Document can be submitted online only in the designated two cover system on the e-tender website **eprocure.gov.in** on or before the due date and time. However, one Hard copy of the Tender shall be submitted as specified in the Tender. The time of opening of technical bid will be on **22.02.2023 at 15.00 Hrs.**

**CHIEF MECHANICAL ENGINEER**

**CHENNAI PORT AUTHORITY**

**e-PORTAL NOTICE INVITING TENDER**

**TENDER No. MEE / 02 / 2023 / Dy.CME(MP&OH)**

**“e-TENDER FOR Empanelment of contractors for hiring of vehicles under two categories 1) Monthly basis 2) As & When required basis valid for a period of two years IN CHENNAI PORT AUTHORITY UNDER TWO COVER SYSTEM”**

**Last date of Technical bid submission:14.30 hrs on 21.02.2023.**

**Online date of technical bid opening : 15.00 hrs. on 22.02.2023.**

**For further details visit our Website [www.eprocure.gov.in](http://www.eprocure.gov.in) or [www.chennaiport.gov.in](http://www.chennaiport.gov.in).**

**CHIEF MECHANICAL ENGINEER  
CHENNAI PORT AUTHORITY**

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**NOTICE INVITING ONLINE TENDER (NIOT)**  
**CHENNAI PORT AUTHORITY**  
**Mechanical & Electrical Engineering Department**

**Tender NO: MEE/ 02 / 2023 / Dy.CME(MP&OH)**

Online tenders are invited as per the details given below through e-procurement mode on website eprocure.gov.in.

Details about tender:

Department Name	Mechanical & Electrical Engineering Department
Division	Dy.Chief Mechanical Engineer (MP&OH) Division, Chennai Port Authority, Centenary Building, VII Floor, No.1 Rajaji Salai, Chennai – 600 001.
Tender Notice No.	<b>MEE/ 02 / 2023 / Dy.CME(MP&amp;OH)</b>
Name of Work	e-Tender for the Empanelment of contractors for hiring of vehicles under two categories 1) Monthly basis 2) As & When required basis valid for a period of two years through e – Procurement mode.
Period of Completion	1) Monthly basis valid for a period of two years 2) As & When required basis valid for a period of two years.
Bidding Type	Open
Qualifying Criteria :	<p><b>I. PRE-QUALIFICATION CRITERIA FOR HIRING OF VEHICLES ON MONTHLY BASIS:</b>  The firm should <b>own 2 Nos. Vehicles</b> in the name of the firm or in the name(s) of the Partner(s)/Proprietor, registered <b>on or after 01.01.2020</b> under Tourist vehicle permit (Yellow Board vehicle). The firm should submit the copy of R.C. books in support of ownership in the name of owner / name of the partner / proprietor.  The Tenderer should have at least <b>One year experience</b> in supply of passenger vehicles to Govt./PSU/Reputed Private Company. Necessary order copy /Agreement copy and completion certificate copy / performance certificate copy from the organization(s) shall be enclosed in support of their experience along with Technical bid (Cover –I).</p> <p><b>II. PRE-QUALIFICATION CRITERIA FOR HIRING OF VEHICLES ON AS &amp; WHEN REQUIRED BASIS</b>  The firm should <b>own 2 Nos. vehicles</b> in the name of the firm or in the name(s) of the Partner(s)/Proprietor, <b>on or after 01.01.2020</b> under Tourist vehicle permit (Yellow Board vehicle). The firm should submit the copy of R.C. books in support of ownership in the name of owner / name of the partner / proprietor.</p>

	<p>The Tenderer should have at least <b>one year experience</b> in supply of passenger vehicles to Govt./PSU/Reputed Private Company. Necessary order copy /Agreement copy and completion certificate copy / performance certificate copy from the organization(s) shall be enclosed in support of their experience along with Technical bid (Cover –I).</p> <p><b>PI Note:</b> All necessary documentary proof shall be enclosed duly self attested.</p>
Tender Document Cost	NIL
Bid Call(Nos.)	TWO
Tender Currency type	Single
Tender Currency Settings	Indian Rupee(INR)
Mode of Tender Invitation	e-Procurement Mode
Bid Security/ EMD (INR) :	<b>Rs.25,000/- (Rupees Twenty Five Thousand only)</b> in favour of The Chairman, Chennai Port Authority, Chennai
Bid Document Downloading Start Date	<b>02/02/ 2023 onwards</b>
Bid Document Downloading End Date	<b>21/02/ 2023 upto 14:30 Hrs.</b>
Bid document Submission End Date	<b>21/02/ 2023 @ 14:30 Hrs.</b>
Bid Opening Date	<b>22/02/ 2023 @ 15:00 Hrs.</b>
Documents required to be submitted by scanning through online	Documents in support of fulfilling qualifying criteria as indicated above.
Bid Validity Period	<b>180 days from the date of opening of Technical Commercial Bid(Cover-I)</b>
Officer- Inviting Bids:	<b>CHIEF MECHANICAL ENGINEER</b>
Bid Opening Authority :	<b>CHIEF MECHANICAL ENGINEER</b>
Address:	<b>Chief Mechanical Engineer, VII Floor, Centenary Building, No.1, Rajaji Salai, Chennai – 600 001.</b>

Contact Details :	Shri.S.K.Kathiravan, Ex.E(M)(MP&OH), Chennai Port Authority, 7 <sup>th</sup> Floor, Centenary Building, No.1 Rajaji Salai, Chennai – 600 001. Phone No: <b>044 – 2531 2570</b> Email: <a href="mailto:rndcmeChPA@gmail.com">rndcmeChPA@gmail.com</a>
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**NOTE:** In case bidders need any clarifications or training to participate in online Tenders, they can contact Sr.Dy.Director(EDP), 4<sup>th</sup> Floor EDP Division Chennai Port Authority. Phone No.044- 2531 2642

Tender documents can be downloaded from Chennai Port Website <http://www.chennaiport.gov.in>

### **Format and Signing of Bid**

The 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 Chennai Port Authority.

**CHIEF MECHANICAL ENGINEER.**

## **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

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



15. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.
16. The Bidder has to enter the password of the DSC/e-token and the required bid documents have to be uploaded one by one as indicated.
17. The rates offered details have to be entered separately in a spread sheet file (xls) 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.
18. 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.
19. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
20. 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.
21. For any clarifications with the TIA, the bid number can be used as a reference.
22. 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.
23. 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.
24. 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.
25. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
26. 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.

27. Any documents that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyers public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.

28. For any queries, the bidders are asked to contact by mail [cppp-nic.in](mailto:cppp-nic.in) or by phone 044-25312570 well in advance.

**CHIEF MECHANICAL ENGINEER  
CHENNAI PORT AUTHORITY**

## SECTION – I

### INSTRUCTION TO TENERERS (ITT)

**1.0 GENERAL:** Tenders in sealed covers superscribed " Tender for the Empanelment of contractors for hiring of vehicles under two categories 1) Monthly basis 2) As & When required basis valid for a period of two years through e – Procurement mode" and detailed technical specification attached herewith and in accordance with instructions to the tenderers, conditions of tender, etc. so as to reach the Chief Mechanical Engineer, VII floor Centenary Building, Chennai Port Authority, Chennai - 600 001, **not later than 14.30 Hrs on 21.02.2023. Tenderers are instructed to submit only online bids through e- procurement mode.**

#### **2.0 BRIEF DESCRIPTION OF THE TENDERING PROCESS:**

##### **2.1. A) e- PROCUREMENT MODE**

(i) The port intends to follow a Two-stage Tendering process for selection of Qualified Tenderer for the work in the 1st stage. Upon evaluation Chennai Port shall announce the pre-qualified Tenderers to proceed to the 2nd stage. The tender document would be floated in e- Procurement website [www.eprocure.gov.in](http://www.eprocure.gov.in) . The demand draft for EMD and proof of eligibility as detailed in the eligibility clause must be scanned and uploaded as instructed in the website. Additionally one hard copy of the self attested Tender document and all relevant documentary proof instructed in the tender clause except the Price bid must be submitted in a cover along with original Demand Drafts of EMD as mentioned.

**(a) Cover I – Technical & Commercial Bid.**

**(b) EMD (separate cover enclosed).**

(ii) All the covers shall be addressed to the Chief Mechanical Engineer, Chennai Port Authority and sealed properly. Names and addresses of the tenderer shall also be written on all the covers.

(iii) The Tenderer shall clearly write on the main cover as "Online Tender for the Empanelment of contractors for hiring of vehicles under two categories 1) Monthly basis 2) As & When required basis valid for a period of two years e – Procurement mode".

(iv) Cover –I as "Online Tender for the Empanelment of contractors for hiring of vehicles under two categories 1) Monthly basis 2) As & When required basis valid for a period of two years through e – Procurement mode".

(v) The main cover containing Cover-I, EMD shall reach office of the Chief Mechanical Engineer, 7th Floor, Centenary Building, Rajaji Salai, Chennai Port Authority, Chennai – 600001 **not later than 14.30 Hrs on - 21.02 .2023.**

### 2.1.1 A(1) CONTENTS OF COVER – I

For the Pre-qualification stage, the Tenderers have to furnish information on online of their Technical and Financial capability in **Cover - I** in accordance with the conditions and formats specified in this Tender Document.

- i) The documentary proof for the eligibility criteria of Schedule - A (Technical and Commercial Conditions) are to be furnished.
- ii) The technical experience documentary evidences sought by the Port, and relevant work orders and Performance Certificate are to be furnished.
- iii) The Tenderer should furnish an undertaking agreeing to furnish the details of the Vehicles specification to be deployed with the conditions mentioned as in Schedule – A.
- iv) The Schedule of General Particulars of Tenderer, Power of Attorney (Annexure-VI) duly filled and the tenderer shall abide by all the Technical and Commercial conditions of the Chennai Port Tender Document.
- v) All pages of the Tender documents to be signed, dated & sealed by the tenderer.
- vi) The proof of eligibility as detailed in the eligibility clause and the contents of cover-I, must be SCANNED AND UPLOADED in the e-procurement website as instructed.
- vii) The Tender submission should be in online only. The online tenders only consider for evaluation.

Specific attention of the Tenderers is drawn to price schedule BOQ-1(Monthly Basis) and BOQ-2(As & When required Basis) relating to the cost of “Online Tender for the Empanelment of contractors for hiring of vehicles under two categories 1) Monthly basis 2) As & When required basis valid for a period of two years e – Procurement mode”.

### 2.1.2 A(2) COVER – II (PRICE BID):

Bidders quoting through online bidding should submit “PRICE BID” in the price Schedule BOQ-1(Monthly Basis) and BOQ-2(As & When required Basis) through e-procurement website only and NEED NOT submit physically the Cover-II “PRICE BID” along with the main cover.

### 3.0 VALIDITY OF OFFER:

The price quoted by the tenderer must be firm and should hold good at least for 180 days months days from the date of opening of the Tender.

### 4.0 MODE OF PAYMENT of EMD and Tender Document Fee:

i) The tenderers shall deposit an Earnest Money of **Rs. 25,000/- (Rupees Twenty Five Thousand only)** in the name of The Chairman, Chennai Port Authority, payable at Chennai. The amount may be in the form of Account Payee Demand Draft / Fixed Deposit Receipt / Banker’s Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form safe guarding the purchaser’s interest in all respects , in favour of Chairman, Chennai Port Authority payable at Chennai (Or) Copy of valid **Certificate confirming that the firm is inline of business i.e. supplying of hired vehicles or Tourist vehicles from**

(a) Micro and Small Enterprise (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprise (MSME) (or)

(b). firms are registered with the Central Purchase Organization or the Concerned Ministry or Department.

ii) **The original EMD in the above form shall be kept in main cover and shall not be sent separately.**

- a) Tender documents with seal & sign in all pages with relevant documents either in the scanned copy or hard copy.
- b) The tenderer should not indicate the rate anywhere directly or indirectly in Cover-I. Any such offers will disqualify the tender forthwith.

EMD paid in any mode except as specified above will not be taken into account and the concerned tender will be rejected.

## **5.0 EVALUATION OF THE TENDER**

### **A) e – PROCUREMENT MODE**

On the day of opening, only the online tenders of Qualified tenderers of Cover I (Technical & Commercial Bid) alone will be opened and Cover II (Price Bid) in online will not be opened.

The tenderer should **not** indicate the **quoted rate** directly or indirectly in anywhere of the Techno Commercial bids. Any such offer shall disqualify the tender forthwith.

For the Pre-qualification stage, the Tenderers have to furnish information on their Technical and Financial capability in Techno Commercial bid in accordance with the conditions and formats specified in this Tender Document.

The online **Price Bid** of all the Technically and Commercially Pre- qualified Tenderers will be opened on the date and time fixed by the Chief Mechanical Engineer through e-procurement mode.

The Price Bid of the Tenderers who fail to Pre-qualify will not be opened.

Upon evaluation of competitive offers of both Technical & Commercial Conditions and the Price Bid, the contract will be awarded to the techno - commercially responsive and lowest offer of the tenderer. After the award of contract, the successful tenderer shall submit the Performance Security Deposit and enter into an Agreement with the Chennai Port.

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 thereof and reserves to himself the right to divide the contract between two or more Tenderers.

#### **An e-Tendering proposal shall be considered responsive if:**

- a) It is received by the proposed Due Date and Time. In online mode only.
- b) It is Digitally Signed.
- c) It contains the information and documents as required in the Tender document.
- d) Contains E.M.D.
- e) It contains information in formats specified in the Tender document.
- f) It mentions the validity period as set out in the document.
- g) There are no significant inconsistencies between the proposal and the supporting documents.

6. **RETURN OF EMD:**

The amount of Earnest Money will be refunded to tenderers who have not been empaneled as soon as possible after the empanelment list has been finalized. On receipt of full security deposit and after due verification as indicated in any manner, the Earnest Money submitted by the tender will be refunded to the successful tenderer. No interest will be paid on the Earnest Money from the date of its receipt until it is so refunded.

7. **EMD-FORFEITURE**

Where a firm whose tender has been received, intimate the Chief Mechanical Engineer that he is not willing to abide by the terms of the tender or goes behind the clarifications made before the tender Committee appointed to scrutinize the tenders in respect of terms of the tender, or withdraws the tender before receipt of final acceptance or where a person whose tender has been accepted fails (i) to execute an agreement in such form as aforesaid in respect of all works for which the tender is accepted within 30 days of such acceptance is made known to him (or) (ii) to furnish the Security Deposit within the prescribed time, the Earnest Money deposited by such tenderer is likely to be forfeited and the contract is liable to be canceled or the agreement if executed is liable to be treated as null and void. Further the EMD shall also be forfeited, if the tenderer submits false information.

8. **SECURITY DEPOSIT:**

All those firms who have been selected for the empanelment must pay 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, the **3% of the total contract value of the firm** as security deposit in the form of an Account payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Commercial Bank payable at Chennai in the name of The Chairman, Chennai Port Authority. (or) online payment in acceptable form.

An interest at 18% per annum on security deposit amount will be levied for delayed remittance from the due date to the date of realization.

Security Deposit paid in any mode except as specified above will not be taken into account and the concerned tender will be rejected.

9. **AGREEMENT:**

The form of agreement will be given to the successful tenderer on receipt of the security deposit. The cost of stamping the agreement must be borne by the successful tenderer and execute the Agreement within 21 days from the receipt of Agreement document.

10. **Foreclosure of Contract:**

- I. Notwithstanding anything in the contract agreement the contractor agrees that the Chennai Port (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 ChPA 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 ChPA shall not be liable to compensate the contractor or any other person for any losses or estimated loss of profits during such period.

#### **11. TERMINATION OF THE CONTRACT :**

The contract shall be terminated by either side by giving three months notice in writing. However Chennai Port Authority reserves the right to terminate (or) cancel the order for violating the terms and conditions of the contract or if the performance is not satisfactory, by giving an advance notice of 15 days time and also Security Deposit will be forfeited.

#### **12. DISPUTES:**

In no case shall the work be stopped consequent to any dispute arising during the contract period and the work shall also be carried out by the tenderer in accordance with the instructions of the concerned user departments.

In case of disputes between the two parties it should be settled by the honourable Madras High Court at Chennai only.

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 therefore and reserves to himself the right to divide the contract between two or more tenderer.

#### **13. INTEGRITY PACT:**

The tenderer shall furnish the Integrity Pact available in the tender Document (Appendix-V) duly signed and affix company seal in all the pages to be executed in Rs.100/- Non-judicial Stamp Paper.

The Integrity Pact available in the tender document is an integral part of this tender document and all bidders have to execute the same and upload online and submit the original during bid submission. **In case a bidder does not execute the Integrity Pact, the bidder shall be liable for rejection.**

#### **14. EMPLOYMENT OF PERSONNEL IN COMPLIANCE WITH STATUTORY REGULATIONS:**

The Tenderer shall be free to employ his employees and fix its own work norms including manning pattern for operating the vehicles, wage structure for employees, working hours and shift systems and other welfare measures for the employees including incentive schemes etc. However the tenderer shall adhere to all applicable Labour Law(s) like Workmen Compensation Act, P.F. Act, ESI act, Industrial Dispute Act, Factories Act, Contract Labour Act, Child Labour Act, Minimum Wages Act etc., and shall also comply with the guidelines issued by the Government of India from time to time.

It shall be the sole responsibility and liability of the tenderer to pay the salaries and other allowances payable to its employees, employed by them.

Under no circumstances, any of the personnel/employees of the tenderer shall be deemed to be the personnel/employees of the Port.

The employees of the tenderer shall not involve any unlawful activities, shall not stay unnecessarily inside the Port premises and should not indulge or make any damage to the Chennai Port property.

### **15. (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) dt.16.9.2020, further as amended from time to time if any, shall be applicable for 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 estimated value is less than Rs.5.00 lakhs shall be exempt from this order.

(v) Verification of local content:

(a) For procurement value upto Rs.10 crores: 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 format enclosed) that the item offered meets the local content requirement for Class-I local supplier/ Class-II local supplier as the case may be. They shall also give details of the location(s) at which the local value addition is made.

(b) For procurement value above Rs. 10 Crores: The Class-I local supplier/ Class-II local supplier at the time of tender, bidding or solicitation shall be required to provide a 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.

Tenderers shall submit Declaration as per **Annexure-VIII** in their technical bid.

### **(B) Restrictions under Rule 144 (xi) of General Financial Rules 2017 [Order (Public Procurement No.1) of DOE, Public Procurement Division, No. F.No.6/ 18/2019-PPD, dt. 23.7.2020] and amendments/ clarifications issued subsequently by DOE.**

(i) The Provisions contained in Order (Public Procurement No.1) of DOE, Public Procurement Division, No. F.No.6/18/2019-PPD, dt. 23.7.2020 and as amended / clarified from time to time, shall be applicable to this tender.

(ii) The following clauses are to be treated as part of Instructions to Tenderers.

I Any bidder from a country which shares a land border with India will be eligible to bid against this tender only if the bidder is registered with the Competent Authority specified in Annex-I 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 not falling in any of the descriptions of bidders stated herein before 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 a 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 Chennai Port, the identification of beneficial owner(s) shall include identification of the author of the Port, the trustee, the beneficiaries with fifteen percent or more interest in the Port and any other natural person exercising ultimate effective control over the Port 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 the 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 **Annexure-IX** in their technical bid.

**CHIEF MECHANICAL ENGINEER.  
CHENNAI PORT AUTHORITY**

## SCHEDULE –A

### I TERMS AND CONDITIONS FOR CATEGORY (1) – “MONTHLY BASIS” VALID FOR TWO YEARS.

#### A ELIGIBILITY CRITERIA:

The firm should **own 2 Nos. vehicles** in the name of the firm or in the name(s) of the Partner(s)/Proprietor with the respective owners registered **on or after 01.01.2020** under Tourist vehicle permit (Yellow Board vehicle). The firm should submit the copy of R.C. books in support of ownership in the name of owner / name of the partner / proprietor.

The Tenderer should have at least **one year experience** in supply of passenger vehicles to Govt./PSU/Reputed Private Company. Necessary order copy /Agreement copy and completion certificate copy / performance certificate copy from the organization(s) shall be enclosed in support of their experience along with Technical bid (Cover –I).

All necessary documentary proof duly self attested must be enclosed for the above eligibility criteria.

#### B.EMPANELMENT

The firms will be empaneled for each category / type of vehicle consisting of Lowest Evaluated Tenderer(L1) and other firms who match the rate of Lowest Evaluated Tenderer when called by the Chennai Port Authority for negotiation for empanelment. If the firms are not willing to match with L1 tenderer, the L1 offerer shall be supplied entire quantity for each type of vehicle as required by the Chennai Port. The number of vehicles to be increased or decreased in the empanelment at the discretion of Chief Mechanical Engineer, Chennai Port Authority during the entire period..

The following methodology of allotment of vehicle will be adopted:

- i) More number of vehicles to the original L1 offerer approximately 35% of total number of vehicles in the category.
- ii) 25% to the L2 offer who have matched the price with L1 offerer.
- iii) 15% to L3 offerer who have matched the price with L1 offerer.
- iv) 12.5% balance to L4 offerer and balance to higher offerer who have matched the price with L1 offer.

### II. TERMS AND CONDITIONS FOR CATEGORY (2) – “AS & WHEN REQUIRED BASIS” VALID FOR TWO YEARS.

#### A.ELIGIBILITY CRITERIA:

The firm should **own 2 Nos. vehicles** in the name of the firm or in the name(s) of the Partner(s)/Proprietor with the respective owners, registered on or after **01.01.2020** under Tourist vehicle permit (Yellow Board vehicle). The firm should submit the copy of R.C. books in support of ownership in the name of owner / name of the partner / proprietor.

The Tenderer should have at least **one year experience** in supply of passenger vehicles to Govt./PSU/Reputed Private Company. Necessary order copy /Agreement copy and completion certificate copy / performance certificate copy from the organization(s) shall be enclosed in support of their experience along with Technical bid (Cover –I).

All necessary documentary proof duly self attested must be enclosed for the above eligibility criteria.

## **B.EMPANELMENT**

The firms will be empaneled for each category / type of vehicle consisting of Lowest Evaluated Tenderer(L1) and other firms who match the rate of Lowest Evaluated Tenderer when called by the Chennai Port Authority for negotiation for empanelment. If the firms are not willing to match with L1 tenderer, the L1 offerer shall be supplied entire quantity for each type of vehicle as required by the Chennai Port. The number of vehicles to be increased or decreased in the empanelment at the discretion of Chief Mechanical Engineer, Chennai Port Authority.

## **III.GENERAL CONDITIONS FOR MONTHLY BASIS VALID FOR TWO YEARS.**

- i) All the vehicles to be supplied shall be registered on or after **01.01.2020**.
- i) All the vehicles shall have valid comprehensive insurance till the contract period.
- iii) The tenderer shall not sub-let the contract.
- iv) The vehicles shall have TamilNadu Tourist vehicle Registration only. The applicable mandatory regulations as stipulated by RTO, must be complied with and must be revalidated before the expiry of the due date during the tenure of the contract period.
- v) The vehicle provided by the contractor shall be in the name of Proprietor/firm / Partner(s)/ valid agreement between contractor and vehicle supplier in Rs.100/- non judicial stamp paper.
- vi) The timings shall be maintained for the vehicles as per the instructions by the user departments officials.
- vii) Contractor shall not engage the driver below 18 years of age.
- viii) The driver should have valid driving license and provided with uniform.
- ix) The Contractor shall provide One Manager at Chennai with necessary Office facilities during the Contract period.
- x) Contractor shall maintain register/records with complete details of vehicles provided, days of operations, utilization of vehicles and driver log book etc. during the Contract period. The Vehicle logbook and trip sheet shall be signed by the driver & officials of Chennai Port Authority on every trip basis.
- xi) The contractor shall be responsible for up-keep and maintenance of all the vehicles. In case the vehicle breaks down, it should be the sole responsibility of

the contractor to make immediate arrangement to provide alternate vehicle in time without extra cost to the Port.

- xii) If a vehicle supplied by the contractor is not in acceptable condition and is refused by the user, no payment shall be made to the contractor for that day against that vehicle.
- xiii) The contractor shall park the vehicles at his own risk and cost. CHPA shall not be responsible for any loss or damage caused to the vehicles while parked at ChPA's premises or anywhere else during the contract period.
- xiv) If any vehicle demanded by the user department to ply in and around Oil Dock Area, such vehicles to be fitted with Spark Arrester by the firm.
- xv) The contractor shall have to obtain port entry pass for the vehicles and drivers at their own cost for operation of the vehicles inside the port area during the contract period.
- xvi) Rate will be constant throughout the contract period except the fuel escalation.
- xvii) The contractor shall produce a police verification certificate antecedent of the labour and employees by hire.
- xviii) The contractor should provide a minimum Two drivers for 24 hours vehicle category.
- xix) 24 hrs vehicle should work on all the days in the month including holidays/Sundays.
- xx) 12 hrs vehicle should report duty on request by Department on Sunday/Holidays whenever required.
- xxi) Mobile Phone should be available with driver for easy access/contact.

#### **IV. OTHER CONDITIONS FOR CATEGORY I – “MONTHLY BASIS”**

##### **A Rates**

The tenderer shall quote the rate in the Price Schedule BOQ, format which includes the cost for the supply, maintenance, operation, Road tax, permit charges, diesel, drivers salary, Insurance, parking charges, all Taxes and other statutory charges as applicable etc. excluding GST for the vehicle service for the contract period.

The Tenderer should read all the terms and conditions of this Tender document and shall quote the rates accordingly.

The Tenderers are requested to inspect the Port's different operational areas before quoting the price.

##### **B LIQUIDATED DAMAGES :**

The successful tenderer shall start operating the supply of vehicle within 15 days from the date of receipt of first order (new order) and within 3 days from the date of receipt of subsequent orders. Any delay in commencement of operation beyond 15 days from the date of receipt of first order(new order) and within 3 days from the date of receipt of subsequent orders will attract Liquidated damages of Rs.1000/= per day upto the starting of the service.

**C PENALTY:**

If there is any disruption (or) non-performance of service due to any reason or whatsoever, the following penal charges will be levied:-

- a) Rs.1000/= towards penalty for each day.
- b) The firm shall not claim payment for service not rendered days.

**V. GENERAL CONDITIONS FOR “AS & WHEN REQUIRED” VALID FOR TWO YEARS.**

- i) All the vehicles to be supplied shall be registered on or after **01.01.2020**.
- ii) All the vehicles shall have valid comprehensive insurance till the contract period.
- iii) The tenderer shall not sub-let the contract.
- iv) The vehicles shall have Tamilnadu tourist vehicle Registration only. The applicable mandatory regulations as stipulated by RTO, must be complied with and must be revalidated before the expiry of the due date during the tenure of the contract period.
- v) The vehicle provided by the contractor shall be in the name of Proprietor/firm / Partner(s)/ valid agreement between contractor and vehicle supplier in Rs.100/- non judicial stamp paper.
- vi) The timings shall be maintained for the vehicles as per the instructions by the user departments officials.
- vii) Contractor shall not engage the driver below 18 years of age.
- viii) The driver should have valid driving license and provided with uniform.
- ix) The Contractor shall provide One Manager at Chennai with necessary Office facilities during the Contract period.
- x) Contractor shall maintain register/records with complete details of vehicles provided, days of operations, utilization of vehicles and driver log book etc. during the Contract period.
- xi) The contractor shall be responsible for up-keep and maintenance of all the vehicles. In case the vehicle breaks down, it should be the sole responsibility of the contractor to make immediate arrangement to provide alternate vehicle in time without extra cost to the Port.
- xii) If a vehicle supplied by the contractor is not in acceptable condition and is refused by the user, no payment shall be made to the contractor for that day against that vehicle.
- xiii) The contractor shall park the vehicles at his own risk and cost. CHPA shall not be responsible for any loss or damage caused to the vehicles while parked at ChPA's premises or anywhere else during the contract period.

- xiv) The contractor shall have to obtain port entry pass for the vehicles and drivers at their own cost for operation of the vehicles inside the port area during the contract period.
- xv) Rate quoted by the firm will be constant throughout the contract period except the fuel escalation.
- xvi) The contractor shall produce police verification certificate antecedent of the labour and employees by hire.
- xvii) Payment:- For the vehicle(s) booked on As & when required basis valid for two years, the billing on (i) KMs run, Distance calculated from shed to shed and (ii) the time calculated from the time the vehicle(s) leaves the contractor's shed and report back to the shed. The driver shall ensure that the time and the total KM run at the time of release of the vehicle(s) are recorded by the user duly signed by him in the trip sheet/log sheet. Payment will be made on submission of trip sheet and bill signed & dated along with separate Chennai Port Bill in the prescribed format.

**The rate quoted by the firm for the category II ie., "As and when required" is valid for outstation as well as for local trips.**

#### **VI. Financial Evaluation:**

The Financial Evaluation of the Tender will be based on the Base price of hiring of vehicle quoted excluding the applicable GST. However the lowest quoted rate for extra kms and extra hours will be applicable to all empaneled firms.

**CHIEF MECHANICAL ENGINEER**

**PRICE BID**  
**SCHEDULE A-1**

Please quote your rates in the BOQ available in the e-procurement portal [eprocure.gov.in](http://eprocure.gov.in)



**SCHEDULE `B'**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

**1. DEFINITIONS AND INTERPRETATIONS**

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

(a) "BOARD" means the Board of Trustees of the Port of Chennai as constituted under the Major Port Authority's Act, 2021 as amended from time to time.

(b) "CHIEF MECHANICAL ENGINEER" means the Chief Mechanical Engineer of the Chennai Port Authority.

(c) "CHIEF MECHANICAL ENGINEER'S REPRESENTATIVE" means any Resident Engineer or Assistant of the Chief Mechanical Engineer or any clerk of works detailed from time to time by the Chief Mechanical Engineer to perform the duties as may be specified in the contract.

(d) "CONSTRUCTIONAL PLANT" means all appliances or things or whatsoever nature required in or about the execution, completion or maintenance of the 'Works' or 'Temporary Works' (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.

(e) "CONTRACT" means the General Conditions, Specifications, Drawings, Priced Bill or Quantities. Schedule of Rates, Prices (if any) tender and contract agreement.

(f) "TENDERER " means the person or persons, firm or company whose tender has been accepted by the Board and Tenderer's permitted assigns.

(g) "CONTRACT PRICE" means the sum named in the tender subject to such conditions thereto or deductions there from as may be made under provisions hereinafter contained.

(h) "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.

(i) "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'.

(j) "WORKS" means the works to be executed in accordance with the contract under the relevant schedules.

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

**2. EXTENTION OF CONTRACT:**

At the expiry of the contract period, Chennai Port Authority reserves the right to extend the contract for a further period of 6 months at the same rates, terms and conditions based on the performance of the contract.

### **3, ENTRY PASS FOR SITE VISIT AND CONTRACT EMPLOYEES**

The contractor shall have to obtain Harbour Entry Permit for the vehicle and driver at their own cost for operation of the vehicle inside the Port area during the contract period through online only. However during breakdown of the vehicle, one day pass will be issued by the Chennai Port for an alternative vehicle at free of cost. This privilege will be given only for two times in a year/user vehicle. Requisition for Harbour Entry Permit should be sent well in advance to Mechanical & Electrical Engineering Department by a letter or email address: meehep@chennaiport.gov.in with following details:-

- i) Firm name & adresse-mail ID
- ii) Mobile No.
- iii) Harbour entry pass for No. of Persons/Vehicles/Drivers
- iv) Police verification certificate for the Driver.

On receipt of the above details, Mechanical and Electrical Engineering department will process the request for Harbour Entry Permit. A message with link and Gate Pass-id will be sent to your registered e-mail automatically. By using the link received, the requisite documents are to be scanned and uploaded duly entering the date of Harbour Entry Permit required with No. of persons/vehicles/Drivers. After processing the request, approval message with a link will be sent again to firm's e-mail address from Traffic Manager (Pass Section). Again the link in your e-mail may be utilized for taking print-out copy of Harbour Entry Permit with QR code for entering inside Harbour premises.

### **4. SAFETY AND SECURITY:**

The Contractor shall ensure that no driver either under the influence of alcohol or under stress be deployed for Chennai Port Authority's service. Any Driver caught in drunken state during working hours will be handed over to State Police through CISF. Chennai Port Authority reserves the right to subject the drivers for alcohol consumption test at random by the Chennai Port Authority's Medical Officer.

If any accident occurred, the Tenderer shall intimate immediately to the Officer of the concerned department, Safety Officer, CISF and Police authorities.

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

Contractor shall be solely responsible for any damage to the Chennai Port property.

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

The Contractor shall ensure that all safety and security regulations of Chennai Port Authority are followed.

The Tenderer shall not give, barter or otherwise dispose of to any person or persons any arms or ammunition of any kind or permit or offer the same as aforesaid.

## **5. COMMERCIAL CONDITIONS FOR MONTHLY BASIS & AS AND WHEN REQUIRED BASIS VALID FOR TWO YEARS.**

### **5.1 VALIDITY:**

The prices quoted by the tenderer must be valid for 180 days from the date of opening of the tender.

### **5.2. TAXES:**

For Goods and service Tax:

i) Tenderers will examine the various provisions of the Central Goods & Services Tax Act-2017 (CGST)/ Integrated Goods & Services Tax (IGST)/ Union Territory Goods & Services Tax (UGST) respective State's State Goods & Services Tax Act (SGST) also, as notified by Central/State Government and as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

ii) The rate quoted by the Contractor/Supplier shall be inclusive of all Taxes and Duties other than GST. Applicable GST will be paid by ChPA based on the Tax Invoice.

iii) The Financial evaluation will be based on the total base price quoted by the Contractor / Supplier excluding GST.

iv) The firm shall furnish the Tax invoices as per GST Act/Rules in the name of the Chennai Port Authority by mentioning the GSTIN of ChPA and indicating amounts of GST Separately. The GSTIN of ChPA is **33AAALC0025B1Z9**.

v) The contractor /Firm shall remit the GST amount in the invoice to the Government within the due dates and also file the returns by mentioning the GSTIN of ChPA to enable ChPA to avail eligible Input Tax Credit (ITC).

vi) 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 non compliance 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 deduct such GST amount with interest and penalties from the subsequent bills, Security Deposit or any amount due to the contractor by ChPA".

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

### **TDS under GST**

i) Section 51 of CGST Act and 1<sup>st</sup> proviso to section 20 of IGST Act make it obligatory to 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 if the payments/purchases 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".

### **Input Tax Credit**

(i) The Bill of Contractor/Supplier who is default in GST compliance, will not be accepted by ChPA for payment.

(ii) Bill amount alongwith GST shall be paid if GST is reflected in the GST portal or if the contractor/supplier submits Tax invoice and copy of the GSTR-1 filed alongwith remittance details.

(iii) If the Contractor/Supplier submits Tax Invoice and undertaking alongwith Tax Invoice duly indemnifying Chennai Port Authority from any loss of eligible Input Tax Credit of GST due to non-payment of GST of non-filing of GST Returns or non-compliance of GST Act/ Provisions.

Any demand/interest/penalty etc., arising to Chennai Port due to non-compliance of statutory requirements with reference to Income Tax and GST Laws by the Contractor/Suppliers/Port Users shall be borne by the Contractor/Suppliers/Port Users. The Contractor indemnify the Port against such non fulfillment of obligations.

### **6. ESI CLAUSE:**

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

(a) As per the Govt. Notification dated 20.07.2009, Chennai Port Authority has registered under the ESI Act on 26.09.2012 with ESI Corporation and provision of ESI Act, 1948 are applicable to Chennai Port Authority, a Social Security Act, is applicable to Factories using power and employing 10 or more personnel and establishment employing 20 or more persons and drawing wages/salary upto Rs.21,000/- per month. Workers covered under ESI Act, are entitled for full medical care for self and family. Besides, cash benefit in the event of sickness, maternity and employment injury. Accordingly, the contractual/casual employees drawing wages upto Rs.21,000/- per month employed either directly by Chennai Port 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 21<sup>st</sup> 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 21<sup>st</sup> 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 Chennai Port. 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 21<sup>st</sup> 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/-.

#### **7. Employees P.F. and Miscellaneous Provision Act 1952:**

The Act Provides for monthly contributions by the employer plus workers @ 10% The benefits payable under the Act are:

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

#### **8. Insurance**

The Tenderer advised to take necessary insurance at his cost for his employees and machineries for the entire period of contract & same shall be submitted to the ChPA.

## **9. FUEL ESCALATION APPLICABLE ONLY FOR MONTHLY BASIS :**

- a) The rate quoted shall remain same for the firm during the period of contract except for variation in fuel cost alone.
- b) The total charges for the monthly bill on account of variation in fuel cost (Diesel) either upward or downward as per the following formula :

Increase/decrease in the amount

Adjustable towards variation in fuel cost =  $(D_n - D_o) \times K/12$

$D_o$  - The rate of diesel per litre prevailing as on date of opening of tender as per IOC / HP / BPC outlet of Chennai.

$D_n$  - The rate of diesel per litre as per IOC / HP / BPC outlet of Chennai during the month of operating the vehicle.(average rate during the month will be considered)

K- Total number of Kms run after variation in the fuel price for the month.

## **10. PAYMENT TERMS:**

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

For the vehicle(s) booked on Monthly basis under 12hrs slot/24 hrs slot valid for 2 years KMs and the time are calculated based on the Distance run from the daily reporting from the Chennai Port Authority and back. The driver shall ensure that the time and the total KM run at the time of release of the vehicle(s) are recorded by the user duly signed by him in the trip sheet/log sheet.

The contractor shall give the PAN No. for Tax deducted at source and required details to the user department for approval and recommendation of payment.

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

Name of the Bank and Branch details Account Number, Type of Account, IFSC No, MICR Number, GST Number, PAN Number, & ESI Regn. No.

**CHIEF MECHANICAL ENGINEER  
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 :

**TENDER FORM**

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

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 Empanelment of contractors for hiring of vehicles under two categories 1) Monthly basis 2) As & When required basis valid for a period of two years IN CHENNAI PORT AUTHORITY. 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 Empanelment of contractors for hiring of vehicles under two categories 1) Monthly basis 2) As & When required basis valid for a period of two years IN CHENNAI PORT AUTHORITY UNDER TWO COVER SYSTEM”** with all equipment, spares, etc., Contract period is one year from the 7<sup>th</sup> day of issue of order.
3. We further undertake, if our tender is accepted, we will deposit within 21 days from the date of receipt of order Demand Draft/Pay order on any scheduled/ Nationalized Bank payable at Chennai only to the extent of 10% of the tender price in the manner set forth in the conditions in the ITT as Security Deposit.
4. We further undertake, if our tender is accepted to enter into and execute within 21 days, on being called upon to do so, an agreement in the form annexed and the conditions of contract with such modifications as agreed upon.
5. Unless and until a formal agreement is prepared and executed the firm’s tender & ChPA Letter of Indent will form Legal binding on the Tenderer.
6. We agree to abide by this tender for the period of 180 days from the date fixed for receiving the same.
7. We agree to deposit Earnest Money as per the ChPA’s terms and conditions.
8. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of failing to deposit the security deposit in such form as contained in the instructions to Tenderers or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 21 days from the date of receipt of order to commence work, the deposit of Earnest Money shall stand forfeited to the ChPA.
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 and Twenty Three at Chennai BETWEEN the Board of Major Port Authority of the Chennai Port, a body corporate under Major Port Authority's Act 2021 (hereinafter called the Board which expression shall, unless excluded by or repugnant to the context be deemed to include their successors in Office) of the one part

AND

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

WHEREAS the Board is desirous of contract for Empanelment of contractors for hiring of vehicles under two categories 1) Monthly basis 2) As & When required basis valid for a period of two years IN CHENNAI PORT AUTHORITY

WHEREAS the Contractor has offered to execute, complete and maintain such works and whereas the Board has accepted the tender of the contractor and whereas the contractor has deposited a sum of Rs. /- (Rupees

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

NOW THIS AGREEMENT WITNESSES as follows:

1. In this agreement Words and expressions shall have the same meanings as are respectively assigned to them in the condition of the contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement viz.
 

a. Technical Specifications	Schedule `A'
b. Schedule of Quantities and prices	Schedule `A1'
c. General Conditions of Contract	Schedule `B'
3. The Contractor hereby covenants with the Board to construct, complete and maintain the Works' in conformity in all respects with the provision of the agreement.
4. The Board hereby covenants to pay the Contractor in consideration of such construction, completion and maintenance of the works, the "Contract Price" at the times and in the manner prescribed by the contract.

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

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

Shri. A. Jayasimha

Chief Mechanical Engineer thereof has hereunto set his hand in the presence of

Smt.V.Vijayalakshmi

Dy. Chief Mechanical Engineer (MP&OH)

CHIEF MECHANICAL ENGINEER

The signature is made on behalf of and by authority from the Chairman of the Board of Major Port Authority of the Chennai Port, under Major Port Authority's Act, 2021.

Signed and sealed by  
the Contractor in the presence of

1.

2.

**CONTRACTOR**

**FORMAT OF POWER OF ATTORNEY**

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

**POWER OF ATTORNEY**

**To Whomsoever It May Concern**

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

**PROFORMA OF INTEGRITY PACT**

**( The tenderer shall submit Integrity pact Agreement along with Cover I to be executed on Rs.100/- Non –Judicial Stamp Paper with witness)**

**INTEGRITY PACT  
BETWEEN**

Chennai Port Authority Chennai hereinafter referred to as “The Principal”,

AND

..... hereinafter referred to as “The Bidder/Contractor”.

**Preamble**

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

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

**Section 1 – Commitments of the Principal**

(a) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles :-

(i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

(ii) The Principal will, during the tender process treat all Bidders/Contractors with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders/Contractor the same information and will not provide to any Bidder/Contractor confidential/additional information through which the Bidder/Contractor could obtain an advantage in relation to the tender process or the contract execution.

(iii) The Principal will exclude from the process all known prejudiced persons.

(b) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2 – Commitments of the Bidder/Contractor**

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

(i) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(ii) The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(iii) The Bidder/Contractor will not commit any offence under the IPC/PC Act; further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(iv) The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any.

(v) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

(a) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences

## **Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder/Contractor, before award of contract has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the Principal is entitled to disqualify the Bidder/ Contractor from the tender process or to terminate the contract, if already signed, for such reason.

(a) If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(b) The Bidder/Contractor accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before

the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(c) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

(d) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

#### **Section 4 – Compensation for Damages**

(a) If the Principle has disqualified the Bidder/contractor from the Tender process prior to the award according to section 3, the Principal is entitled to demand and recover from the Bidder/contractor liquidated damages equivalent to 3 % of the value of the offer or the amount t Earnest Money Deposit/ Bid Security, whichever is higher.

(b) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principle shall be entitled to demand and recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

(c) The Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder / Contractor from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 – Previous Transgression.**

(i) The Bidder / Contractor declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.

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

#### **Section 6 – Equal treatment of all Bidders / Contractors / Sub-Contractors.**

(a) The Bidder / Contractor undertake to demand from all sub-contractors as commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(b) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub-Contractors.

(c) The Principal will disqualify from the tender process all bidders/contractors who do not sign this pact or violate its provisions.

## **Section 7 – Criminal charges against violating Bidders/Contractors/Sub-Contractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-Contractor or of an employee or a representative or an associate of a Bidder, Contractor or Sub-Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer.

## **Section 8 – External Independent Monitor/Monitors (number depending on the size of the contract to be decided by the Principal)**

- (a) The Principal appoints competent and credible external independent Monitor for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (b) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently.
- (c) The Bidder/Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-Contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Sub-Contractor with confidentiality.
- (d) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.
- (e) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (f) The Monitor will submit a written report to the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (g) Monitor shall be entitled to sitting fee for his service as decided by the Principal from time to time depending upon the total value of the project. The said fee will be borne by the Principal.
- (h) If the Monitor has reported to the Principal substantiated suspicion of an offence under the IPC/PC Act and the Principal has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (i) The word 'Monitor' would include both singular and plural.
- (j) The present Independent External Monitor



- i) Shri.Rakesh Anand,  
Independent External Monitor,  
18, Currie House, Mazagon Dock Officers Qtrs,  
Dockyard Road,  
Mumbai-400 010.
- ii) Shri. Sudhir Kumar, IAS(Retd.),  
Independent External Monitor,  
8022, ATS-One Hamlet Sector-104,  
P.O. Maharshi Nagar,  
Noida-201 304.

#### **Section 9 – Pact Duration**

- (a) This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidder 6 months after the contract has been awarded.
- (b) If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Chennai Port Authority.

#### **Section 10 – Other Provisions**

- (a) This agreement is subject to Indian Law. Place of performance and jurisdiction is Chennai.
- (b) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (c) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (d) Should one or several provision of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal  
(Office Seal)

For the Bidder/Contractor  
(Office Seal)

Place:

Date:

WITNESS 1  
(Name and Address)

WITNESS 2  
(Name and Address)

**BANK GUARANTEE AGAINST PERFORMANCE SECURITY DEPOSIT**

In consideration of the Board of Trustees of the Port of Chennai incorporated by the Major Port Authority's Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Trustees of the Port of Chennai Port Authority, its successors and assigns) having agreed to exempt -----(*contractor name & Address*) (hereinafter called the "Contractor") from the demand under the terms and conditions of the Contract, vide -----(*Designation*),----- Department of----- Port Authority's letter No.----- Dated -----made between the Contractors and the Board for execution of Contract for ----- covered under **Tender No.----- dated -----** (hereinafter called "the said contract") for the payment of Performance Guarantee in cash or Lodgement of Government Promissory Loan Notes for the due fulfilment by the said Contractors of the terms and conditions of the said Contract, on production of a **Bank Guarantee for Rs -----(*Rupees -----*)** only we, the ----- (hereinafter referred to as "the Bank") at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs.-----(*Rupees -----*) only against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract.

2. We, -----(*Bank Name & address*) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract or by reason of the Contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs.----- (*Rupees -----*) only.

3. We,-----(*Bank....*) undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

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

5. We, -----(*Bank...*) further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said

Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to be Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

7. It is also hereby agreed that the Courts in----- would have exclusive jurisdiction in respect of claims, if any, under this Guarantee and **en-cashable at -----**local branch.(Address)

8. We, ----- (*Bank.....*) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

9. \*Notwithstanding anything contained herein :

a) Our liability under this Bank Guarantee shall not exceed Rs. -----(Rupees----- )

b) This Bank Guarantee shall be valid upto ----- and

c) we are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before -----  
---(claim period date)

Date \_\_\_\_\_ day of \_\_\_\_\_ 20

For (Name of Bank)

(Name)

Signature

**BANK DETAILS FOR ECS PAYMENT**

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

**Firm's Sign and Seal**

Place:

Date:

**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.

Signed by me at \_\_\_\_\_ on \_\_\_\_\_ /2022

Authorized signatory

(Name of the Firm entity)

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

((on the letterhead of the tenderer))

To

(Name and address of Tender Inviting Authority)

-----

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**DECLARATION BY AUTHORIZED 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 fulfills 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 fulfills 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.

### CHECK LIST

SL.NO.	DESCRIPTION	REMARKS
1.	EMD enclosed	Yes/ No
2.	Cover – I ( Technical and Commercial bid) (Content in Triplicate) a. Complaint to Technical Specification b. having 2 Nos. own vehicle c. Minimum similar experience of one year (necessary documents for work order & completion) d. Tender Form duly filled. e. Schedule of general particulars duly filled. f. Power of Attorney Format duly filled , signed & sealed. g. Integrity Pact(Appendix V Rs.100 Stamp Paper) h. Make in India(Appendix VIII Rs.100 Stamp paper) i. Rule GFR 144(Appendix IX letter Head)	Yes/ No Yes/ No Yes/No Yes/ No Yes/ No Yes/No Yes/No Yes/No Yes/No
3	Cover – II ( Price Bid)	Yes/ No
4.	Tender document signed and sealed in all papers	Yes/ No

### ACCEPTANCE OF THE Chennai Port Authority's TERMS & CONDITIONS:

1.	Validity (180 days)	Yes / No
2.	Security Deposit	Yes / No
3.	Execution Period	Yes / No
4.	Payment Terms	Yes / No
5.	Liquidated Damages Clause	Yes / No
6.	Other Chennai Port's Terms & Conditions	Yes / No

**TENDERER SIGNATURE**