



# चेन्ने पोर्ट ट्रस्ट CHENNAI PORT TRUST

**MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT**

**TENDER NO. MEE / 25 / 2020 / Dy.CME(MP&OH)**

**TENDER CLOSING DATE AND TIME : 10 .05.2021 @ 14.30 Hrs**

**TENDER OPENING DATE AND TIME : 11 .05 .2021 @ 15.00 Hrs.**

**e-TENDER FOR PROVISION OF FIRE HYDRANT AT OLD ADMINISTRATIVE OFFICE BUILDING, CHENNAI PORT TRUST.**

MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT

**TENDER NO: MEE / 25 / 2020 / Dy.CME(MP&OH)**

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**NOTICE INVITING TENDER**

**CHENNAI PORT TRUST CHENNAI - 600001**

**NIT No: MEE/ 25 / 2020 /Dy.CME(MP&OH)**

**e-TENDER FOR PROVISION OF FIRE HYDRANT AT OLD ADMINISTRATIVE OFFICE BUILDING, CHENNAI PORT TRUST.**

Online tenders are invited for the above work 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, Old Administrative Office Building, II Floor, Rajaji Salai, Chennai – 600 001.
Tender Notice No.	<b>MEE / 25 / 2020 / Dy.CME(MP&amp;OH)</b>
Name of Work	e-Tender for provision of Fire Hydrant at Old Administrative Office Building at Chennai Port Trust.
Estimated Contract Value (INR)	<b>Rs. 16,14,100/- (Exclusive of GST)</b>
Period of contract	60 days from the date of receipt of the order.
Bidding Type	Open
Qualifying Criteria :	<b>PRE-QUALIFICATION CRITERIA / BIDDING CONDITION</b> i) The average annual financial turn over during the last three (3) years, ending 31 <sup>st</sup> March of 2017-18,2018-19 & 2019-20, should be at least <b>Rs.4,84,230/-</b> . A copy of Annual Turnover Statement, Profit and Loss statements and Balance sheet for the afore said three years shall be submitted duly certified by Chartered Accountant.  ii) The Tenderer should have experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should fulfill either of the following:-  a) <b>Three</b> similar completed works costing not less than the amount equal to 40% of the estimated cost ie. <b>Rs.6,45,640 /- each work.</b> (OR) b) <b>Two</b> similar completed works costing not less than the amount equal to 50% of the estimated cost ie. <b>Rs. 8,07,050/- each work.</b> (OR) c) <b>One</b> similar completed work costing not less than the amount equal to 80% of the estimated cost ie. <b>Rs. 12,91,280/-</b>

	<p><b>Similar works means: Supply and/or installation, testing and commissioning or renovation/additional/alteration/upgradation of Fire Fighting Systems in buildings/offshore installations/shops etc.,</b></p> <p>Note: i) Copy of the work orders of similar work and its completion certificate with value of work order, reference number and date to be enclosed.</p> <p>ii) Date of completion of work during last seven years will be considered for evaluation irrespective of date of placement of order. In such case, contract should have been successfully completed and the total contract value will be considered for evaluation.</p> <p>iii) If the similar works has been executed for any private company, the bidder shall submit the TDS certificate by the client for that work, which will form the basis for assessing the value of completed works.</p> <p>The Trust reserves the right to verify the original documents before awarding of work to the successful tenderer.</p>
	<b>NIL</b>
Bid Security/ EMD (INR) :	<b>Bid Security – Undertaking (Appendix-VI) to be submitted by the tenderer /-</b>
Bid Document Downloading Start Date	<b>13 / 04 / 2021 18.00 Hrs onwards</b>
Date & Place of Pre Bid Meeting	<b>27 / 04 / 2021 @ 11.00 Hrs.</b>
Bid Document Downloading End Date	<b>10 / 05/ 2021 @ 14:30 Hrs.</b>
Bid Opening Date	<b>11 / 05 / 2021 @ 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</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, Rajaji Salai, Chennai – 600 001.</b>
Contact Details :	The Ex.E(M)MP, Chennai Port Trust, 2 <sup>nd</sup> Floor, Old Admn. Office Building, Rajaji Salai, Chennai – 600 001. Phone No: 044 - 25312570 Email: <a href="mailto:rndcmchpt@gmail.com">rndcmchpt@gmail.com</a>

**CHIEF MECHANICAL ENGINEER.**

## **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

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 submit a Bid Security Declaration in lieu of Earnest Money Deposit with their offers.
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 enter the password of the DSC/e-token and the required bid documents have to be uploaded one by one as indicated.
15. 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.
16. The tendering system will give a successful bid updating 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.

17. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
18. 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.
19. For any clarifications with the TIA, the bid number can be used as a reference.
20. 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.
21. 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 of the file size is less than 1 MB the transaction uploading time will be very fast.
22. 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.
23. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
24. 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.
25. 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.
26. Tenderer is required to submit their tender through online on or before due date of closing time. The tender received after the due date and time will not be entertained.

Tender Document can be submitted online only in the designated two cover system on the e-tender website [eprocure.gov.in](http://eprocure.gov.in) on or before the due date and time. However, one Hard copy of the sealed and signed Tender without price bid shall be submitted as specified in the Tender.

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

**27. Technical and Commercial bid(Cover-I)**

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

- i) Bid Security – Under taking (Appendix VI)

Tender documents with seal & sign in all pages with relevant documents either in the scanned copy or hard copy.

The tenderer should not indicate the rate anywhere directly or indirectly in cover-I. any such offers will disqualify the tender forthwith.

**28. Price Bid (BOQ) –(cover-II)**

Price should be quoted in Online “Price Schedule – ‘A1’ (as per BOQ). Price should be quoted in a spread sheet file (.xls format) available in e- procurement portal only. Any indication of ‘Quoted price’ in the online technical bid documents shall be lead to rejection of the bid outright. For evaluation purpose, the uploaded offer documents will be treated as authentic and final. The price bid submitted through e-procurement mode only will be taken up for the purpose for evaluation.

**29. Other conditions:**

- a. There are no significant inconsistencies between the proposal and the supporting documents.
- b. The Port Trust reserves the right to reject any tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port Trust in respect of such Tenders.
- c. The Port Trust would have the right to seek clarification on Techno- commercial conditions wherever necessary.
- d. The date and time of price bid opening will be hoisted in trust website.

**30. PRE-BID MEETING:**

A pre-bid meeting will be held on 27.04.2021 at 11.00 Hrs. at the office of MP&OH Division, 2<sup>nd</sup> floor, Old Administrative Office Building, Chennai Port Trust. A prospective Tenderer requiring any clarification of the Tendering documents shall contact the Employer in writing on e-mail [rndcmechpt@gmail.com](mailto:rndcmechpt@gmail.com) till 26.04.2021, 17.00 Hrs. Ch PT shall upload the response to the queries/any corrigendum or addendum on the Port’s Website as well as on e-procurement portal.

At any time prior to the deadline for submission of Tenders, the Employer may amend the Tendering Documents by issuing addendum.

Any addendum/clarification issued shall be part of the Tendering documents.

To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Employer may, at its discretion, extend the deadline for the submission of Tenders, such that the tenderer gets at least 7 days for submission of tender.

**31. AMENDMENT TO TRUST TENDER DOCUMENT :**

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

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

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

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

**CHIEF MECHANICAL ENGINEER.**

## INSTRUCTION TO TENDERERS (ITT)

1. Tenders in sealed covers superscribed as **e-Tender for provision of Fire Hydrant at Old Administrative Office Building in Chennai Port Trust**” as detailed in the Specification under Schedule “A” attached herewith and in accordance with instructions to tenders, conditions of contract, etc. are submitted through Online submission on or not later than **14.30 Hrs. on 10/05/2021** and one sealed and signed hard copy without Price bid shall be submitted to the office of the Chief Mechanical Engineer, Chennai Port Trust located at the 7<sup>th</sup> of floor of the Centenary Building at **15.00 Hrs. on 11/05 / 2021**.

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

### **2. ELIGIBILITY CRITERIA:**

- i) The average annual financial turn over during the last three (3) years, ending 31<sup>st</sup> March of 2017-18, 2018-19 & 2019-20, should be at least **Rs.4,84,230/-**. A copy of Annual Turnover Statement, Profit and Loss statements and Balance sheet for the afore said three years shall be submitted duly certified by Chartered Accountant.
- ii) The Tenderer should have experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should fulfill either of the following:-
  - a) **Three** similar completed works costing not less than the amount equal to 40% of the estimated cost ie. **Rs.6,45,640 /- each work.**  
(OR)
  - b) **Two** similar completed works costing not less than the amount equal to 50% of the estimated cost ie. **Rs. 8,07,050/- each work.**  
(OR)
  - c) **One** similar completed work costing not less than the amount equal to 80% of the estimated cost ie. **Rs. 12,91,280/-**

**Similar works means: Supply and/or installation, testing and commissioning or renovation/additional/alteration/upgradation of Fire Fighting Systems in buildings/offshore installations/shops etc.,**

- Note:
- i) Copy of the work orders of similar work and its completion certificate with value of work order, reference number and date to be enclosed.
  - ii) Date of completion of work during last seven years will be considered for evaluation irrespective of date of placement of order. In such case, contract should have been successfully completed and the total contract value will be considered for evaluation.
  - iii) If the similar works has been executed for any private company, the bidder shall submit the TDS certificate by the client for that work, which will form the basis for assessing the value of completed works.

The Trust reserves the right to verify the original documents before awarding of work to the successful tenderer.



### **3. TEST OF RESPONSIVENESS**

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

- a. it is received by the Application Due date including any extension there of
- b. Auditor's report of Annual turnover for last three years in original of profit and loss statements and balance sheet for last three years with endorsed by CA.
- c. work order for similar works, successful completion certificate with performance and value of work done, work order ref. no. and date
- d. it is accompanied by the Power of Attorney
- e. it contains all the information in formats and documents as requested in all respects
- f. Copy of GST registration number

### **4. TECHNICAL & COMMERCIAL COVER-I**

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

- ii) Bid Security – Under taking (Appendix VI)  
Tender documents with seal & sign in all pages with relevant documents either in the scanned copy or hard copy.

The tenderer should not indicate the rate anywhere directly or indirectly in cover-I. Any such offers will disqualify the tender forthwith.

### **5. COVER –II**

**The Cover – II Schedule of Quantities and Prices,” – Price Schedule (BOQ) shall be submitted through on line only**

#### **5.1 HARD COPY**

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

### **6. POWER OF ATTORNEY**

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

### **7. LANGUAGE**

The Tender and all related correspondence and documents shall be written in English Language. The technical details and other information shall be provided in English only.

## **8. EARNEST MONEY DEPOSIT**

Tenderers have to submit a Bid Security Declaration (Appendix VI) in lieu of Earnest Money Deposit with their offers, accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a Performance Security before the deadline defined in the bid document, they will be suspended for the period of three years from being eligible to submit bids for contracts with the Chennai Port Trust.

The declaration shall be typed on the letter head of the tenderer as per the enclosed format and duly signed by the authorized signatory of the tenderer and submitted along with their technical bid. Tenders not accompanied by the Bid Securing Declaration shall be summarily rejected.

## **9. VALIDITY**

The prices quoted by the Tender must be firm and should hold good at least for **180 days** from the date of opening of the tender.

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

- i) The contractor shall execute an agreement with the Trust **within 21 days** from the date of receipt of form of agreement. If the contractor, whose tender has been accepted, fails to execute an agreement within 21 days from the date of receipt of documents for execution of the agreement. The tenderer shall not be allowed to participate further for a period of one years in the Trust's similar tender.
- ii) The cost of stamping the contract agreement must be borne by the successful Tenderer.
- iii) The place of stamping and signing of Agreement shall be at Chennai only.
- iv) Further, if the successful contractor undertakes, to enter into and execute, when called upon to do so, an agreement, with such modifications as agreed upon and unless and until the formal agreement is prepared and executed, the successful contractor's offer, trust order and the written acceptance for the receipt of Trust order and the written acceptance for the receipt of Trust order of the successful contractor shall form a binding contract between the trust and the contractor.  
The contract Agreement shall include amended final tender document, pre-bid queries, various clarification letter, written approval by the trust authorities, Amended to the contract agreement and any other conditions as agreed upon by the Trust and the contractor

## **11. FORMAT AND SIGNING**

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

## **12. ENTRY PASS FOR SITE VISIT AND CONTRACT EMPLOYEES**

If the Tenderer desires to visit the site prior to bidding, Harbour Entry Permit for site visit will be issued at free of cost through online only. 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 & address
- ii) e-mail ID
- iii) Mobile No.
- iv) Harbour entry pass for No. of Persons/Vehicles/Drivers

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 utilised for taking print-out copy of Harbour Entry Permit with QR code for entering inside Harbour premises.

### **13. DISCLAIMER**

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

It would be deemed that prior to submitting the Tender, the Tenderer has (a) made a complete and careful examination of requirements and other information set forth in this Tender, (b) received all such relevant information as it has requested from the Port Trust, and (c) made a complete and careful examination of the various aspects of the Project including, but not limited to, (i) the site, (ii) existing facilities and structures, (iii) the conditions of the access roads, waterfront and utilities in the vicinity of the site (iv) applicable laws and applicable permits and (vi) all other matters, including Guidelines, Major Port Trust's Act 1963, as amended from time to time, bye-laws, rules and regulations made there under, any administrative or other directions and guidelines given under the said Act as amended from time to time, a statement of conditions prescribed under the said Act as amended from time to time, and all other statutory enactments in relation to the Project or Project Services that might affect the Tenderer's performance under the terms of this Tender Document. The Port Trust shall not be liable for any omission, mistake or error or neglect by the Tenderer in respect of the above.

### **14. RIGHT TO ACCEPT / REJECT TENDERS**

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

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

### **15. MATERIAL MISREPRESENTATION**

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

**16. ASSISTANCE IN OBTAINING APPROVALS**

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

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

18. The Trust will not issue any 'C & D' Form. Hence, the Tenderers are advised to quote specifically & clearly the percentage of sales taxes, if any, in the price bid covers.

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

**20. COMPLIANCE WITH STATUTES, REGULATIONS ETC.**

The Tenderer shall comply in all respects with the provisions of any such statute, ordinance or law as aforesaid and the Regulations of Bye-Laws of any local or other duly constituted authority which may be applicable to the work or to any temporary work and with such rules and regulations of public bodies and indemnify the Board against all penalties and liabilities of every kind for breach of any such statute, ordinance of Law Regulation of Bye-Law.

**21. ALCOHOLIC LIQUOR OR DRUGS:**

The Tenderer shall not otherwise than in accordance with the Statutes, ordinances and Government Regulations or Orders for the time being in force import, sell, give, give barter or otherwise dispose of any alcoholic liquor or drugs or permit or suffer any such importation, sale gift barter or disposal by his agent or employees.

**22. ARMS AND AMMUNITION:**

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.

**23. DISORDERLY CONDUCT ETC.**

The Tenderer shall at all times take all responsible precautions to prevent any unlawful activity disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the vicinity of the work against the same.

**24. TIMINGS**

The timings shall be maintained for the vehicles as per the schedule.

**25. PERSONAL PROTECTIVE EQUIPMENT (PPE)**

The Contractor shall be solely responsible, at his own cost, for the supply of required PPE to his workers and staff and he shall also ensure the use of PPE.

**CHIEF MECHANICAL ENGINEER  
CHENNAI PORT TRUST**

**e-TENDER FOR PROVISION OF FIRE HYDRANT IN THE OLD ADMINISTRATIVE BUILDING OF CHENNAI PORT TRUST.**

**TECHNICAL SPECIFICATION AND COMMERCIAL CONDITIONS**  
**SCHEDULE – A**

**1.0 PREAMBLE:**

Trust proposes to install total 11 Nos. Double (FIRE) hydrant points at Old Administrative Office building for Fire Fighting purpose to entire area i.e. 1 No.in each floor near lift at main entrance of old building (4+1) and near MM lift (4+1) and 1 No. Double Hydrant exclusive for Administrative Office canteen (Wet Riser System) and also source of water for the above Hydrant will be utilized from existing LLR for Centenary Building Fire Fighting System. Supply, installation, commissioning of Electrical driven fire main pump (37.8 L/S capacity, 94 Meter Head Motor Driven) and 1 No. adequate capacity of squirrel cage induction motor at basement of Centenary Building. The schematic diagram is enclosed to this document for reference. Bidders are advised to visit the site to ascertain the site conditions and full scope of work.

**2.0 SCOPE OF WORK:**

The Scope of work comprises of the following:

- 2.1. Supply, installation, testing and commissioning of MS ERW Pipes 25 mm dia.- 12 mtrs., 50 mm dia – 12 mtrs., 60 mm dia – 18 mtrs., 100mm dia-42 mtrs., 150mm dia – 220 mtrs and 200 mm dia. – 24 mtrs. confirming to IS:1239/3589 Heavy Grade (C-Grade) with necessary flanges, gaskets, nuts and bolts etc., including painting & clamping.
- 2.2. Supply, installation, testing and commissioning of Cast Iron Butterfly Valve 100 mm dia. – 3 Nos. 150 mm dia – 1 No. conforming to IS: 13095 with necessary suitable flanges, bolts and nuts.
- 2.3. Supply, installation, testing and commissioning of Air release valve – 2 Nos.
- 2.4. Supply, installation, testing and commissioning of Stainless Steel Double Headed Hydrant Valve 11 Nos. confirming to IS:5290 type “A” with 63mm dia instantaneous oblique outlet and female coupling confirming to IS:9013 with blank cap.
- 2.5. Supply and installation of hose cabinet wall mounted type Double Door- 11 Nos.
- 2.6. Supply, installation, testing and commissioning of Four Way Fire Brigade Intel (FBI) with 4 Nos. of 63 mm dia. Threaded Gun Metal instantaneous inlet make couplings with flange, bolt and nuts – 1 No.
- 2.7. Supply of Fire Fighting Delivery Hoses 22 Nos. completely composite construction circularly woven three layered synthetic jacketed fully encapsulated with a specially formulated elastomer with outer design to facilitate good grip, complete flexible and light weight. No maintenance with Burst Pressure -42 Kg./Cm<sup>2</sup> Proof Pressure -22 Kg./Cm<sup>2</sup> as per IS:636/1988

size 63 mm (2 ½”) dia each 15 Mtrs. Length and connected with Stainless Steel non-corrosion instantaneous Male and Female coupling.

- 2.8 Supply, installation and commissioning of 1 No. Electric Driven Main Fire Pump suitable for automanual operation complete in all respect as required and consisting of the following:  
Horizontal type multistage, centrifugal, split casing pump of cast iron body and bronze impeller with SS Shaft, to ensure minimum pressure of 3.5 Kg/Sq.Cm at the highest and farthest outlet at a flow 37.8 L/S & 94.0 M, head confirming to IS-1520 with Mechanical seals, safety relief valve, pressure gauge on delivery side complete and Supply, installation and commissioning of 1 No. Squirrel cage Induction Motor adequate capacity of suitable for operation on 415 V, 3 phase 50 Hz, AC Supply for the above pump rating with speed of 1500 RPM, IE-3, TEFC type conforming to IS-325 with IP:55 protection for enclosure, horizontal foot mounted with Class F insulation, flexible coupling & coupling guard with the pump complete as required.
- 2.9. Wrapping coating for pipes below ground level & bitumen liquid as required.
- 2.10. Supply and fixing of Steel Clamp wherever necessary for supporting of 150mm dia other pipes as required.
- 2.11. Breaking of wall wherever necessary for fixing of 150mm dia pipe and reclose the same as like as original as required.
- 2.12. Construction of concrete ramp, construction of brick support for supporting of 150 mm dia pipe as required.

### **3. ELIGIBILITY CRITERIA:**

- i) The average annual financial turn over during the last three (3) years, ending 31<sup>st</sup> March of 2017-18,2018-19 & 2019-20, should be at least **Rs.4,84,230/-**.. A copy of Annual Turnover Statement, Profit and Loss statements and Balance sheet for the afore said three years shall be submitted duly certified by Chartered Accountant.
- ii) The Tenderer should have experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should fulfill either of the following:-
- a) **Three** similar completed works costing not less than the amount equal to 40% of the estimated cost ie.**Rs.6,45,640 /- each work.**  
(OR)
- b) **Two** similar completed works costing not less than the amount equal to 50% of the estimated cost ie. **Rs. 8,07,050/- each work.**  
(OR)
- a) **One** similar completed work costing not less than the amount equal to 80% of the estimated cost ie. **Rs. 12,91,280/-**

**Similar works means: Supply and/or installation, testing and commissioning or renovation/additional/alteration/upgradation of Fire Fighting Systems in buildings/offshore installations/shops etc.,**

- Note: i) Copy of the work orders of similar work and its completion certificate with value of work order, reference number and date to be enclosed.
- ii) Date of completion of work during last seven years will be considered for evaluation irrespective of date of placement of order. In such case, contract should have been successfully completed and the total contract value will be considered for evaluation.
- iii) If the similar works has been executed for any private company, the bidder shall submit the TDS certificate by the client for that work, which will form the basis for assessing the value of completed works.

The Trust reserves the right to verify the original documents before awarding of work to the successful tenderer.

#### **4.0 COMPLETION PERIOD**

The work shall be completed within 60 days from the date of receipt of order.

#### **5.0 LIQUIDATED DAMAGES :**

The liquidated damages for delay in completion of work shall be ½ % of the contract value per week or part thereof (a week is designed as 7 days inclusive of holidays) subject to a maximum of 10% of the Contract value with applicable GST fail to complete the work within the stipulated period.

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

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

#### **6.0 GUARANTEE PERIOD:**

The work shall be guaranteed for the period of 1 year from the date of acceptance of the entire work. If any fault or defect noticed during the Guarantee Period, the same will be rectified by the Contractor at his own cost.

#### **7.0. Financial Evaluation:**

The Financial Evaluation of the Tender will be based on the Base Price of the contract work excluding the applicable GST.

#### **8.0. Other Conditions**

1. The tenderer have to furnish the GST Registration number.
2. The Trust will not be responsible for any loss or damage of men/materials/engaged during the work.



3. The contractor is required to offer as per Trust's format schedule – A1 inclusive of all Taxes and duties exclusive of GST.
4. The contractor is advised to visit the site before quoting their offer.
5. Scoffholding if required, the cost incurred shall be borne by the contractor.

Dy.CHIEF MECHANICAL ENGINEER  
Chennai Port Trust

**NAME OF THE TENDER: e-TENDER FOR PROVISION OF FIRE HYDRANT IN THE OLD ADMINISTRATIVE BUILDING OF CHENNAI PORT TRUST.**

**PRICE SCHEDULE**

**SCHEDULE - A1**

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

**e-TENDER FOR PROVISION OF FIRE HYDRANT IN THE OLD ADMINISTRATIVE BUILDING OF CHENNAI PORT TRUST.**

**SECTION – IV**

**GENERAL CONDITIONS OF CONTRACT (GCC)**

**1. DEFINITIONS AND INTERPRETATIONS**

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

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

- (k) "WORKS" means the works to be executed in accordance with the contract under the relevant schedules.
- (l) "TRUST'S STORES" means the storage yards for materials of the Trust anywhere in the Harbour premises.

## **2. CONTRACTOR'S SUPERINTENDENCE**

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

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

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

## **4. ASSIGNMENT AND SUB-LETTING**

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

- 5. The Tenderer shall be solely responsible for any accident, damage or injury caused to any of his employees or the Board's employees in the execution of the works and shall hold the Board blameless in respect thereof and also in respect of any claims made by any person in the employment of the Tenderer for any reason whatsoever.
- 6. (a) The Tenderer shall be responsible for all structural or decorative damage to Board's or his own property and injury caused by the works or workmen in his employment to persons, animals or things and shall indemnify the Board against any claims or actions arising there from. He shall also be responsible for any injuries or damage caused to the works by inclemency of weather

outbreak of fire and shall rectify at his own cost all such damage and thoroughly complete the works.

- (b) The Tenderer shall be solely responsible for reporting the Board and Police Department immediately any serious or fatal accidents at any place belonging to the Board including premises leased to the Board to any of his employees/workmen engaged by him.
7. The Tenderer shall not house any of his workmen at or near the site. He shall not construct any structure even of a temporary nature for any other purpose on Board's premises except with the written permission of the Chief Mechanical Engineer and any such construction so put up shall be removed by the Tenderer whenever the Chief Mechanical Engineer calls upon the Tenderer to remove.
8. The Tenderer shall not operate the workshop at the site for the purpose of this contract beyond what is absolutely necessary for the execution of this contract, the necessity for and extent of which the Chief Mechanical Engineer's decision shall be final. Such necessary structures shall be non-inflammable materials as approved by the Chief Mechanical Engineer.  
Only vehicles licensed by the Board will be allowed inside the Harbour premises.
9. Measurements taken by the person authorised by the Chief Mechanical Engineer to take them will be binding on the Tenderer who will always be given the opportunity of witnessing the measurements. The contractor should submit a bill in the Trust's prescribed billing format.

## **10 RATES & TAXES**

### **a) RATES :**

No increase in the price over and above the original rates quoted by the Tenderer in the contract will be considered throughout the contract period.

### **b) TAXES**

For Goods and service Tax:

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.

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

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

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

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

The contractor/ firm shall indemnify Chennai Port Trust from any loss of eligible ITC of GST paid by it to the Contractors/Suppliers based on their tax invoice, due to non-payment of GST or non-filing of GST returns by the contractor/firm or non compliance of GST Act/provisions. The contractor/firm shall remit such GST amount with applicable interest and penalties to the ChPT within 7 days from the date of intimation by the ChPT about non-availing of eligible ITC. ChPT also reserves its right to deduct such GST amount with interest and penalties from the subsequent bills, Security Deposit or any amount due to the contractor by ChPT”.

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 ChPT 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”.

### **11. PAYMENT:-**

Payment will be made within 30 days from the date of receipt of the bill after satisfactory completion of entire work.

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

Name of the Bank and Branch details  
Account Number and  
MICR Number  
IFSC Number  
Type of Account  
GSTIN Number  
PAN Number  
ESI Regn, Number  
Aadhar details

## 12. GST:-

- i) Tenderers will examine the various provisions of the Central Goods & Services Tax Act-2017 (CGST)/ Integrated Goods & Services Tax (IGST)/ Union Territory Goods & Services Tax (UGST) respective State's State Goods & Services Tax Act (SGST) also, as notified by Central/State Government and as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- ii) The rate quoted by the Contractor/Supplier shall be inclusive of all Taxes and Duties other than GST. Applicable GST will be paid by ChPT based on the Tax Invoice.
- iii) The Financial evaluation of the Tender will be calculated on NPV basis @ 10% of the base Price for 7 years excluding applicable GST.
- iv) The firm shall furnish the Tax invoices as per GST Act/Rules in the name of the Chennai Port Trust by mentioning the GSTIN of ChPT and indicating amounts of GST Separately. The GSTIN of ChPT is **33AAALC0025B1Z9**.
- v) The contractor /Firm shall remit the GST amount in the invoice to the Government within the due dates and also file the returns by mentioning the GSTIN of ChPT to enable ChPT to avail eligible Input Tax Credit (ITC).
- vi) The contractor/ firm shall indemnify Chennai Port Trust from any loss of eligible ITC of GST paid by it to the Contractors/Suppliers based on their tax invoice, due to non-payment of GST or non-filing of GST returns by the contractor/firm or non compliance of GST Act/provisions. The contractor/firm shall remit such GST amount with applicable interest and penalties to the ChPT within 7 days from the date of intimation by the ChPT about non-availing of eligible ITC. ChPT also reserves its right to deduct such GST amount with interest and penalties from the subsequent bills, Security Deposit or any amount due to the contractor by ChPT".
- vii) Applicable statutory recoveries including TDS under Income Tax, TDS under GST provisions etc., will be deducted/recovered while accounting for or making payment to the Contractor/Supplier as per the applicable law.
- (viii) If any New contract is entered by departments or bill is submitted for the first time, the bill of contractor/supplier who is default in GST compliance, will not be accepted by CHPT for Payment.
- (ix) Bill amount with 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-filed along with Remittance details.
- (x) If the contractor/supplier submits Tax invoice and undertaking along with Tax invoice duly indemnifying Chennai Port Trust from any loss of eligible input Tax Credit of GST due to non-payment of GST or Non-

filling of GST Returns or Non-compliance of GST Act/ provisions, bill amount along with GST shall be paid However,

- i. If such contractor/supplier does not comply with GST act, i.e, filing of Returns/ Remittance of GST within stipulated date, the Port shall not release the subsequent Running Account Bills.
  - ii. In First and Final bill passed cases, the Port will adjust the defaulted GST from Security Deposit/any amount payable to them.
- (xi) The Government of India has given a Notification No. 50 / 2018 dated 13.09.2018, whereby GST on TDS obligation is made mandatory for the payments or credits made w.e.f. 01.10.2018 in respect of all Services of value exceeding Rs. 2,50,000/- (excluding applicable GST) and the details of notification on TDS under GST is as follows:
- (i) Section 51 of CGST Act and 1<sup>st</sup> proviso to Section 20 of IGST Act make it obligatory for ChPT to deduct TDS @ 2% on the “amount paid to Vendor” or amounts credited to the account of the Vendor / Contractor.
  - (ii) If the purchase is made from a Vendor located in Tamil Nadu, 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 Tamil Nadu, then the TDS if 2% will be under IGST.
  - (iii) This GST TDS is mandatory if the payments / Services 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**”.

### **13. ESI CLAUSE:**

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

- (a) As per the Govt. Notification dated 20.07.2009, Chennai Port Trust has registered under the ESI Act on 26.09.2012 with ESI Corporation and provision of ESI Act, 1948 are applicable to Chennai Port Trust, a Social Security Act, is applicable to Factories using power and employing 10 or more personnel and establishment employing 20 or more persons and drawing wages/salary upto Rs. 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 Port Trust or through contractor are covered under ESI Act, 1948. It is obligatory on the part of the employer to calculate and remit ESI contribution comprising of employers' share of 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 6.5% 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 Port Trust. 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 Trust 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 Trust) will make payment to the ESI Corporation. Such amount will be deducted from any amount due to the contractor. The delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue.
- (d) As per the above government Notification
- i) All intending tenderer at the time of Tender shall disclose all necessary documents as to whether they are covered under ESI Act or not.
  - ii) In case they are covered under ESI Act, they have to furnish the details of registration.
  - iii) In case the tenderer does not possess ESI Registration at the time of participation in the Tender, then they should obtain registration under ESI Regulations before award of the work by Chennai Port Trust and submit the same within 30 days from the date of issue of work order. Any payment towards the work order will be made only after the ESI registration.
  - iv) The Tenderer shall submit his first bill together with evidence of having obtained registration under ESI regulations and only then the bill will be processed for payment. Subsequently, the Tenderer should periodically submit to Chennai Port the Form 6 prescribed under ESI Regulations along with the proof for having remitted his dues under ESI Regulations in respect of the workers / labours employed for the work awarded by Chennai Port to facilitate making payment for the bills of the Contractor.
  - v) In case, the Tenderer is not covered under ESI Act or exempted, they would furnish necessary documents along with an affidavit in original affirming before a first class Judicial Magistrate in a Non Judicial Stamp Paper worth Rs.20.00 to that effect.
  - vi) In case they are not covered under ESI Act, they must additionally indemnify ChPT against all damages & accident occurring to his labour in a Non – Judicial Stamp paper worth Rs.100/-.

**14. 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.

**15. 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 trust.

**16. SECURITY DEPOSIT:**

- (i) The Contractor should deposit 3% of the total contract value as security deposit towards due fulfilment of the conditions of the contract. The security deposit should be paid within 21 days from the date of receipt of the order by way of Account payee Demand draft/Fixed deposit receipt/Bank Guarantee from a Nationalized bank or online payment in favour of the Chairman, Chennai Port Trust payable at Chennai failing which @ 18% per annum on security deposit amount will be levied for the delayed remittance. The 100 % of security deposit will be refunded after satisfactory completion of the entire contract.
17. In the event of the death, insanity or insolvency of the Tenderer or in the case of the Tenderer being a partnership on a dissolution of the firm of Tenderer or in the case of the Tenderer being a company governed by Companies' Act 1956, the winding up of the company the contract shall be terminated on the happening of the event above said and all accepted and acceptable work shall be measured up and paid for, to the person or persons legally entitled to receive payment for work done and on his or their executing a bond indemnifying the Board against all claims that may be made in respect of payments made by the Board by persons claiming from the Tenderer or others, in respect of work done by the Tenderer prior to the termination of the contract.
18. In the event of the contract being terminated at any stage due to unsatisfactory progress of work as per Tender Specification, the Chief Mechanical Engineer shall have the right to execute the portions of works left incomplete using the Board's labour or any other agency and the Tenderer shall be liable to make good any loss incurred by the Board on this account. Such amounts shall be recovered from any moneys due to or to become due to the Tenderer.
19. (i) If the Tenderer claims that the decisions or the instructions of the Chief Mechanical Engineer are unjustified and that accordingly he is entitled to extra payments on account thereof, he shall forthwith notify this to the Chief Mechanical Engineer to record his decisions and the reasons therefore in writing and shall within two weeks state his claims in writing to the Chief Mechanical Engineer thereafter. The Chief Mechanical Engineer shall thereafter within four weeks of the receipt of the claim reply negotiations or discussions immediately thereafter within a further four weeks, the question of liability for such payments will be treated as one of disputes.
- (ii) In the Contract whenever there is a discretion or exercise or will by the Chief Mechanical Engineer during the progress of work, the mode or manner of the exercise or discretion shall not be a matter of legal adjudication.
- (iii) Wherever the Board is given discretion to do any act under the contract, the exercise of the discretion by the Board shall be final, conclusive and binding on all parties and the manner of exercise of such discretion shall not be called in question and the matter cannot be referred to court of law.
- (iv) The decision of the Chief Mechanical Engineer shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship or material used on the work or any matter arising out of or relating to the specifications, designs and drawings

and instructions concerning the works or the execution of or failure to execute the same arising during the course of works. The above shall not be the subject of Legal adjudication and in no case shall the work be stopped consequent on such a dispute arising and the work shall also be carried out by the Tenderer strictly in accordance with the instructions of the Chief Mechanical Engineer.

- (v) Any litigation arising out of this agreement, shall only be adjudicated before the competent court of law within the jurisdiction of the Hon'ble High Court of Madras.

## **20. REMOVAL OF WORKMEN**

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

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

the Tenderer and enhancement in excess of 10% would be borne by the Port Trust.

**22. Foreclosure of Contract:**

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

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

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

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

**24. FURTHER INSTRUCTIONS**

In these conditions unless there is something in this subject or context inconsistent therewith words importing the singular shall include the plural and vice versa words importing the masculine gender shall include feminine and words importing persons shall include bodies corporate.

1. The technical specification – “Schedule-A” and Price Schedule – A1” to be read in conjunction to make sure of the supply and works involved.
2. The contractor is required to offer rates as per Trust’s format “Schedule- A1” without fail and mention taxes and duties.
3. The contractor is advised to visit the site before submitting Tender.

**25. FORCE MAJEURE:**

The contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its obligations under the contract is the result of an event of Force Majeure.

For purpose of this clause, “Force Majeure” means an event or situation beyond the control of the contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part

of the contractor. Such events may include, but not be limited to, acts of the Trust in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the contractor shall promptly notify the Trust in writing of such condition and the cause thereof. Unless otherwise directed by the Trust in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practice, and shall seek all reasonable alternative means for performance not prevented by the Force majeure event

**26. TERMINATION OF CONTRACT :**

- a) The employer, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, may terminate the contract in whole.
  - i) If the contractor fails to deliver any or all of the Goods with in the period specified in the contract, or with in any extension thereof granted by the Employer.
  - ii) If the contractor fails to perform any other obligation under the contract (or)
  - iii) If the contractor, in the judgement of the Employer has engaged in fraud and corruption.
- b) In the event the Employer terminates the Contract in whole or in part, the Employer may procure, upon such terms and in such manner as it deems appropriate, goods or related services similar to those undelivered or not performed, and the contractor shall be liable to the Employer for any additional cost for such similar goods or related services. However, the contractor shall continue performance of the contract to the extent not terminate. In such termination Security deposit will be forfeited.
- c) The contract shall be terminated by either side by giving three months notice in writing. However Chennai Port Trust 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.

**CHIEFMECHANICALENGINEER  
CHENNAI PORT TRSUT**

**e-TENDER FOR PROVISION OF FIRE HYDRANT IN THE OLD ADMINISTRATIVE BUILDING OF CHENNAI PORT TRUST.**

**SECTION – III**

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

1. The Tenderer shall examine carefully the General Rules and Directions, General and Special Conditions of Contract, Technical Specifications and Drawing and Shall inspect the site to acquaint himself with the nature of work local working conditions etc., for the purpose of making his offer on his own responsibility.
2. It shall be open to the Chief Mechanical Engineer to nominate one or more of his representatives to supervise the work and to satisfy about the quality of materials and workmanship as required by the relevant regulation and as mentioned in technical specifications. The decision of the Chief Mechanical Engineer shall be final as regards the quality of materials and workmanship shall be binding on the contractor.
3. The prices shall be firm and not subject to fluctuation at any stage till the completion of the contract. The prices shall quote in the online only.
4. The Tenderer shall give clear indication in his tender of the items he does not propose to include in the tender. Where such clear mention is not given it will be construed that the tender covers all parts required for completion of work.
5. The tender shall be accompanied by sufficient details of materials included in the offer with catalogue and sketches wherever necessary for comprehensive assessment of its merits and performance.
6. It will be entirely the Tenderer's responsibility to take required steps to adequately safeguard the personnel carrying out the work and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured.
7. All materials and components included in the contract shall conform to the relevant Indian Standard Specification wherever they exist.
8. The decision of the Chief Mechanical Engineer or his representative regarding the quality of any materials used on the work will be final and binding on the Tenderer. The Tenderer shall remove from the site of work any material rejected as unfit for use on the work at his own cost as soon as he is ordered to do so, failing which the Chief Mechanical Engineer or his representative shall remove such material from the site of work and shall deduct the cost incurred by such removal by the Board from any money due to the Tenderer.
9. The Tenderer shall co-ordinate his work with that of other Tenderers executing other works in the site and plan his work as to minimise inconvenience to others in the work site.
10. The watch and ward and storage of materials will be Tenderer's responsibility and the Board shall not be held responsible for any loss of the material.

11. The Tenderer shall be deemed to have satisfied himself before submitting the tender as to the correctness and sufficiency of his tender for the work and of his price stated in the schedule as to cover his entire obligation under the contract for completion of the work.
12. For Harbour entry pass and direction to site of work for inspection for the purpose of making the offer, the Tenderer shall contact the "Ex.E(M)MP 2nd floor of the Old Administrative Office Building, Chennai Port Trust. Telephone Nos. 25312570.

**CHIEF MECHANICAL ENGINEER**  
**CHENNAI PORT TRUST**

**SCHEDULE OF GENERAL PARTICULARS OF TENDERER.**

1. Name of Tenderer.
2. Address of Tenderer.
3. Telegraphic/Telex/Fax Code/E-mail ID of Tenderer.
4. Name and designation of the contact person of the Tenderer to whom all reference shall be made for expeditious Technical Co- ordination.
5. Infrastructure facilities available.
6. Service facilities available.
7. Availability of spare parts.
8. Tenderer's proposal reference and Date.
9. Tenderer's validity period (to be specified clearly)
10. Whether Earnest Money as desired deposited.
11. Are all Technical details called for and price as called for in schedule filled up.
12. Whether the Completion Report from user of previous orders enclosed for Eligibility Criteria.
13. Bank details.

**Signature & Date**

**Name:**

**Designation:**



**TENDER FORM**

Note: Tenderer are required to fill up all the blank spaces in this tender form.

---

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

1. Having examined the Instructions to Tenderers, Conditions of contract, Specifications and schedules attached to the Tender for the **e-TENDER FOR PROVISION OF FIRE HYDRANT IN THE OLD ADMINISTRATIVE BUILDING OF CHENNAI PORT TRUST** in conformity with said conditions of contract, specifications, etc. at rates for hiring as prescribed in the schedule A1 price schedule attached herewith.
2. We further undertake, if our tender is accepted, we will deposit the Performance Security deposit as said forth in the Instructions to Tenderer, Clause 10 and direction for the guidance of the tender document.
3. We further undertake, if our tender is accepted to enter into and execute agreement as said forth in the Instructions to Tenderer Clause 12, on being called upon to do so, an agreement in the form annexed and the conditions of contract with any modifications as agreed upon.
4. Unless and until a formal agreement is prepared and executed the firm's Minutes of Tender Committee Meeting, Correspondence on clarification & Trust Letter of Intent will form legal binding on the Tenderer.
5. We agree to abide by this tender for the period of 180 days from the date fixed for receiving the same.
6. 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 Tenderer, clause 10 or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid as per Clause 12 of Instructions to Tenderer the deposit of the Earnest Money shall stand forfeited to the Trust.

7. 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 and Office Seal  
of the Tenderer

Witness Address.

1.

2.

**FORMAT FOR POWER OF ATTORNEY**

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

To Whomsoever It May Concern

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

(Attested signature of Mr. \_\_\_\_\_ )

For \_\_\_\_\_ (Name of the Tenderer)

For \_\_\_\_\_ (Name of the Tenderer)

**FORM OF AGREEMENT**

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

AND

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

WHEREAS the Board is desirous for provision of Fire Hydrant in the Old Administrative Building of Chennai Port Trust.

WHEREAS the Contractor has offered to execute, complete and maintain such works and whereas the Board has accepted the tender of the contractor and where as the contractor has deposited a sum of Rs. /- (Rupees )as security for due fulfilment of all the conditions of this contract.

NOW THIS AGREEMENT WITNESSES as follows:

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

4. The Board hereby covenants to pay the Contractor in consideration of such construction, completion and maintenance of the works, the "Contract Price" at the times and in the manner prescribed by the contract.

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

The common seal of the Board of Trustees of the Port of Chennai represented by its Chairman was hereunto affixed and  
Shri. A.JAYASIMHA  
Chief Mechanical Engineer thereof  
has hereunto set his hand  
in the presence of  
Shri A. Ramasamy  
Dy.Chief Mechanical Engineer(MP&OH)

**CHIEF MECHANICAL ENGINEER.**

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

In the presence of  
(Witness of Contractor)

**Signature of the Contractor**

1.

2.

## Appendix – V

### **BANK GURANTEE AGAINST PERFORMANCE SECURITY DEPOSIT**

In consideration of the Board of Trustees of the Port of ----- incorporated by the Major Port Trusts Act, 1963 as amended by Major Port Trust (Amendment) Act 1974 (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 Trust, 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 Trust’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----- Port Trust** 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



**Bid Securing Declaration Form  
(on the letter head of the tenderer)**

**Appendix – VI**

Date:

To

(Name and address of tender inviting authority)

Sir,

Ref: Tender No.-----

I/We, the undersigned, declare that:

I/We may be disqualified from bidding for any contract with Chennai Port Trust for a period of three years from the date of notification if I/We withdraw or modify the bid during the period of bid validity, or if I am/We are awarded the contract and I/We fail to sign the contract, or I/We fail to submit a Performance Security before the deadline defined in the bid document.

Signed: (insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of insert complete name of Bidder)

Dated on ----- day of ----- (insert date of signing)

Seal of the Tenderer

### CHECK LIST

<b>SI.No.</b>	<b>Description</b>	<b>Remarks</b>
1.	EMD enclosed	Yes/ No
2.	Cover – I ( Technical and Commercial) (Content in Triplicate) a. Complaint to Technical Specification b. Copy of Balance Sheet enclosed c. Copy of Profit & Loss Account d. Copy of work orders and their respective Completion Certificate for the previous similar work orders executed e. Tender Form duly filled. f. Schedule of general particulars duly filled. g. Power of Attorney Format duly filled and signed & sealed.	Yes/ No Yes/ No Yes/ No Yes/ No Yes/ No Yes/ No Yes/ No
3.	Tender document signed and sealed in all papers	Yes/ No

**TENDERER SIGNATURE**

