



चेन्नई पोर्ट ट्रस्ट  
**CHENNAI PORT TRUST**

**MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT**  
**Dy.CME(MP) Division**

**TENDER NO. MEE / 31 / 2019 / Dy.CME(MP)**  
**TENDER OPENING DATE : 21.09.2019**  
**TENDER OPENING TIME : 3.00PM**  
**EMD : Rs. 74,830/-**  
**e-TENDER**  
**for**

**FOR HIRING OF 1 NO. BUS OF NOT LESS THAN 55 PASSENGER SEATING  
CAPACITY ON 24 HOURS BASIS FOR A PERIOD OF TWO YEARS  
FOR CISF OFFICIALS DUTIES IN CHENNAI PORT TRUST**

**CHENNAI PORT TRUST**  
**TENDER No. MEE / 31 / 2019 /Dy.CME(MP)**

**e-TENDER FOR HIRING OF 1 NO. BUS OF NOT LESS THAN 55 PASSENGER SEATING CAPACITY ON 24 HOURS BASIS FOR A PERIOD OF TWO YEARS FOR ATTENDING CISF OFFICIALS DUTIES IN CHENNAI PORT TRUST.**

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

Sl. No.	DESCRIPTION		Page No.
1.	NOTICE INVITING TENDER		2
2.	NOTICE INVITING ONLINE TENDER (NIOT)		4-6
3.	INSTRUCTION FOR ONLINE BID SUBMISSION		7-12
4.	INSTRUCTION TO TENDERERS (ITT)	SECTION – I	13-19
5.	TECHNICAL SPECIFICATION , SCHEDULE ‘A’ & SCHEDULE OF PRICES & QUANTITIES, SCHEDULE ‘A1”	SECTION – II	20-25
6.	SPECIAL CONDITIONS OF CONTRACT (SCC) SCHEDULE-‘B’	SECTION - III	26-27
7.	GENERAL CONDITIONS OF CONTRACT (GCC) SCHEDULE-‘C’	SECTION - IV	28-40
8.	SCHEDULE OF GENERAL PARTICULARS	APPENDIX - I	41
9.	TENDER FORM	APPENDIX - II	42-43
10.	FORM OF AGREEMENT	APPENDIX - III	44-45
11.	FORMAT FOR POWER OF ATTORNEY	APPENDIX - IV	46
12.	BANK DETAILS	APPENDIX - VI	47

Tender Document can be submitted online only in the designated two cover system on the e-tender website [eprocure.gov.in](http://eprocure.gov.in) on or before the due date and time. However, one Hard copy of the Tender shall be submitted as specified in the Tender. The time of opening of technical bid will be on **21.09.2019 at 15.00 Hrs.**

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



**CHENNAI PORT TRUST**

No.1, Rajaji Salai, Chennai – 600 001.

**e-PORTAL NOTICE INVITING TENDER**

**TENDER No. MEE / 31/ 2019 / Dy.CME(MP)**

**“e-TENDER FOR HIRING OF 1 NO. BUS OF NOT LESS THAN 55 PASSENGER SEATING CAPACITY ON 24 HOURS BASIS FOR A PERIOD OF TWO YEARS FOR ATTENDING CISF OFFICIALS DUTIES IN CHENNAI PORT TRUST**

**Date of opening : 15.00 hrs. on 21.09.2019**

**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**

---

**NOTICE INVITING ONLINE TENDER**  
**CHENNAI PORT TRUST**

**Mechanical & Electrical Engineering Department**

**DY.CME (MP) DIVISION**

**Tender NO: MEE/31 /2019 / Dy.CME(MP)**

Details about tender:

Department Name	Mechanical & Electrical Engineering Department
Circle/ Division	CHIEF MECHANICAL ENGINEER, Dy.Chief Mechanical Engineer (MP) Division, Old Administrative Office Building, II Floor, Rajaji Salai, Chennai – 600 001.
Tender Notice No.	<b>MEE/31/ 2019 / Dy.CME(MP)</b>
Name of Project	e-Tender for hiring of 1No. of Bus not less than 55 passenger seating capacity on 24 hours basis for a period of Two years for CISF officials duties IN CHENNAI Port Trust
Name of Work	Hiring of 1No. of Bus not less than 55 passenger seating capacity on 24 hours basis for a period of Two years for CISF officials duties IN CHENNAI Port Trust
Estimated Contract Value (INR)	<b>Rs. 37,41,429/- (Exclusive of GST)</b>
Period of Contract	The contract period is Two Years from the day of handing over of vehicle extendable by upto one year on the same rates, terms and conditions based on the performance of the contractor.
Bidding Type	Open
Bid Call (Nos.)	Two
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)

Qualifying Criteria :	<p><b>PRE-QUALIFICATION CRITERIA / BIDDING CONDITION</b></p> <p>i An average annual financial turn over during the last 3 years, ending 31<sup>st</sup> March 2018, should be at least Rs.11,22,429/-. Copy of the Annual Turnover, Profit and Loss statements, balance sheet and Auditor's report for the last three years shall be submitted duly certified by Chartered Accountant for the year 2015-16, 2016-17 and 2017-18.</p> <p>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 be either of the following:-</p> <p>a) Three similar completed works of contract value not less than Rs14,96,572/- each ie., 40% of the estimated cost.</p> <p style="text-align: center;">(or)</p> <p>b) Two similar completed works of contract value not less than Rs.18,70,715/- each ie., 50% of the estimated cost.</p> <p style="text-align: center;">(or)</p> <p>c) One similar completed work of contract value not less than Rs.29,93,144/- ie., 80% of the estimated cost.</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><b>Similar works means:</b> "The Tenderer should have successfully completed Supply of Buses on hire basis for Central Government/State Government/Public Sector Under taking / Reputed Organization / Reputed private firms / Educational Institutions.</p> <p><b>Pl Note:</b> The Tenderers shall enclose the self attested or notorised copy of Work Order copies for similar works, successful completion certificates from clients indicating the date of completion, value of work done, work order reference No. and date.</p>
Tender Document	<b>NIL</b>

Cost	
Bid Security/ EMD (INR) :	<b>Rs. 74,830/-</b> Account payee Demand Draft/Fixed deposit receipt/Banker's cheque from a Commercial Bank or Bank guarantee from a Commercial Bank or payment online in an acceptable form, safeguarding the purchaser's interest in all respects in favour of "The Chairman, Chennai Port Trust" payable at Chennai
Bid Document Downloading Start Date	<b>07/09/ 2019</b> onwards
Bid Document Downloading End Date	<b>20/09/ 2019 upto 14:30 Hrs.</b>
Date & Place of Pre Bid Meeting	----
Last Date & Time for Receipt of Bids	<b>20/09/ 2019 @ 14:30 Hrs.</b>
Bid Opening Date	<b>21/09/ 2019 @ 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 :	Shri.T,Karunanithy, Ex.E(Mech.)(MP), M&EE Dept., Chennai Port Trust,2 <sup>nd</sup> Floor, Old Admn. Office Building, Rajaji Salai, Chennai - 600 001. Phone No: <b>044 - 2531 2570</b> <b>Facsimile number: (044) - 25362601</b> Email: <a href="mailto:rndcmechpt@gmail.com">rndcmechpt@gmail.com</a>

**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 Trust.

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 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. Tenderer is required to submit their tender through online in the form of Two cover system on or before due date of closing time. The tender received after the due date and time will not be entertained.

Tenderers can download the Tender documents from e-procurement website. 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 document 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.

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

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

- i) The Earnest Money Deposit(EMD) for this tender is Rs 74,830/- (Rupees Seventy Four Thousand Eight Hundred and Thirty only). The cost of EMD to be submitted along with bids in the form of Account Payee Demand Draft / Fixed Deposit Receipt / Banker's Cheque or Bank Guarantee from a Commercial Bank or payment online in an acceptable form safeguarding the purchaser's interest in all respects in favour of Chairman, Chennai Port Trust payable at Chennai.

The bid security normally remains valid for a period of forty five days beyond the final bid validity period. In case of Demand Drafts, the validity is normally 3 months.

- ii) Tender Document cost – No charges.
- iii) As per pre-qualification criteria- Copies of Annual Turnover, Similar work orders and its completion certificates/Performance certificates.
- iv) Documents required as per pre-qualification criteria as specified in the tender.

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

Price should be quoted in Online “Price Schedule(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.

### **31. EVALUATION PROCESS:**

- 1) A proposal shall be considered responsive if -
  - a. It is received by the proposed Due Date and Time.
  - b. It is Digitally Signed.
  - c. It contains the information and documents as required in the Tender Document.
  - d. Contains EMD (wherever applicable).
  - e. It contains information in formats specified in the Tender Document.
  - f. It mentions the validity period as set out in the document.
  - g. It provides the information in reasonable detail. The Port Trust reserves the right to determine whether the information has been provided in reasonable detail.
  - h. There are no significant inconsistencies between the proposal and the supporting documents.
  - i. The Technical qualification conforms to as specified in the eligibility criteria of General rules and directions for the guidance of the Tenderer.
  - j. A Tender that is substantially responsive in one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (1) which affects in any substantial way, the scope, quality, or performance of the Tenderer, or (2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicant presenting substantially responsive bids.
  - k. The Port 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.
  - l. The Port Trust would have the right to review the Technical Qualification and seek clarifications wherever necessary.
  - m. During evaluation and comparison of bids, the purchaser may at his discretion ask the bidder for clarification on the bid. The request for clarification shall be given in writing by registered/ speed post/ e-Mail asking the tenderer to respond by a specified date and also mentioning therein that, if the tenderer does not comply or respond by the date, his tender will be liable to be rejected.

Depending on outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained. The shortfall information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. ( Example: If the permanent account number, Registration with GST has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a work order without its completion/performance certificate, the certificate can be asked for and considered. However, no new work order should be asked for so as to qualify the bidder.

- 2) Since the tender involves selection based on pre-qualification criteria and technical specification, the Chief Mechanical Engineer will examine and seek clarification if any and list out the firms, which are found technically suitable and Cover – II PriceBid of such tenders only will be opened and EMD will be returned to the disqualified tenderers.
- a) The date and time will be intimated to tenderers whose offers are found suitable and Cover – II of such tenderers will be opened on the specified time and date.
  - b) The cost of stamping Agreement must be borne by the successful Tenderer.
  - c) Tenderers should obtain temporary pass from the Port Asst. Traffic Manager (Central Pass Section) near Anchor Gate Hospital or from the office of the CME's Office, 7<sup>th</sup> floor, Centenary Building, Chennai Port Trust, Rajaji Salai, Chennai 600001 to gain entry into the Trust's premises if necessary.
  - d) The Fax/E-Mail offers will be treated as defective, invalid and rejected. Only detailed complete offers received through online prior to closing time and date of the tenders will be taken as valid.

### **32. 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.

## SECTION – I

### INSTRUCTION TO TENDERERS (ITT)

1. Tenders in sealed covers superscribed as “e-Tender for hiring of 1No. Bus not less than 55 passenger seat capacity for 24 hours per day and on monthly basis for a period of Two years for attending CISF officials security duties and their ward duties under two cover system” as detailed in the Specification under Schedule “A” attached herewith and in accordance with instructions to tenders, conditions of contact, etc. are submitted through **Online submission** not later than 14.30 hours on **20.09.2019** and one sealed and signed **hard copy** without Price bid shall 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 on **14.30 Hrs.** on **20.09.2019**.

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

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

- a. it is received by the Application Due date including any extension there of
- b. it is signed, sealed, bound together in the hard copy of the Tender document.
- c. Auditor’s report of Annual turn over for last three years in original of profit and loss statements and balance sheet for last three years duly certified by Chartered Accountant.
- d. work order for similar works, successful completion certificate with performance and value of work done, work order ref. no. and date
- e. it is accompanied by the Power of Attorney  
it contains all the information in formats and documents as requested in all respects
- f. Copy of GST registration Certificate

### **3. TECHNO COMMERCIAL BID**

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

- i) The Earnest Money Deposit for this tender is Rs. **Rs. 74,830/-** (Rupees Seventy Four Thousand Eight Hundred and Thirty only). The amount may be paid in the form of Account Payee Demand Draft / Fixed Deposit Receipt / Banker’s Cheque or Bank Guarantee from commercial Banks or payment online in an acceptable form safe guarding the purchaser’s interest in all respects , in favour of Chairman, Chennai Port Trust payable at Chennai

The Bid security normally remains valid for a period of Forty five days beyond the final bid validity period. (In case of Demand Drafts, the validity is normally 3 months.)

Exemption of EMD shall be allowed with validity in case of:

- (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 Organisation or the Concerned Ministry or Department.

To claim exemption under clause above, the Tenderers are required to produce a self attested/ notarized copy of the MSME registration certificates. The exemption from the payment of E.M.D will be allowed only if the tender item of work/supply is covered in the enlistment statement attached to the MSME/NSIC certificate. No claims for exemption without the details stipulated above will be considered.

- c) The cost of EMD in the form mentioned above and covering letter shall be kept in main cover and shall not be sent separately. Tenders not submitted with EMD, will be summarily rejected.
- d) Tender documents with seal & sign in all pages with relevant documents either in the scanned copy or hard copy.
- e) The tender should not indicate the rate anywhere directly or indirectly in cover-I. any such offers will disqualify the tender forthwith.

#### **4. PRICE BID**

**The Price Schedule (BOQ) shall be submitted through on line only**

#### **5. Hard Copy**

The hard copy of the Tender document sealed & signed in every page with relevant documents along with EMD in the above form shall be submitted in Dy.CME(MP) Office before the due date of submission.

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

Tenderers are required to submit a Power of Attorney as in Appendix-IV. 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, relevant drawings and other information shall be provided in English only. However, supporting documents and printed literature furnished by Tenderer with the Tender may be in any other language provided that they are accompanied by an appropriate translation of pertinent passages in the English language. Supporting materials, which are not translated into English, will not be considered. For the purpose of interpretation and evaluation of the Tender, the English language translation shall prevail.

## **8. MODE OF PAYMENT of EMD:**

Tenders not submitted with the EMD, the technical bid will not be opened for further and will be summarily rejected.

a) EMD(Bid Security) to be submitted along with the bids in the form of Account Payee Demand Draft / Fixed Deposit Receipt / Banker's Cheque from any of the Commercial Bank 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 Trust payable at Chennai.

b) EMD of the unsuccessful bidders will be returned after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of contract.

c) However, Bid Security should be refunded to the successful bidder on receipt of Security Deposit.

d) EMD shall be valid for a period of 45 days beyond the final bid validity period.

e) The EMD shall be retained until finalization of Tenders. If any statements/ documents / information submitted by the Tenderer is found false cum incorrect. Willful misrepresentation or omission of facts or fake cum forged documents, the EMD shall be forfeited.

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

The Tenderer shall furnish the details of Bank Account No., Bank Name and branch, etc., for the refund of EMD through e - payment.

## **9. FOREFEITURE OF EARNEST MONEY DEPOSIT:**

Where a person whose tender has been received on behalf of the Board 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 Chief Mechanical Engineer or to the Tender Committee appointed to scrutinise 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 one month 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 person shall be forfeited and in cases of (ii) above, the contract is liable to be cancelled or the agreement if executed is liable to be treated as null and void.

Further the Tenderer undertakes, if his Tender is accepted 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 this Tender together with the written acceptance shall form a binding contract between the Trust and the Contractor.

## **10. 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.

## **11. SECURITY DEPOSIT**

(i) The successful tenderer should deposit 10% 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/Bankers' Cheque/Fixed deposit receipt/Bank Guarantee from a Commercial Bank or online payment in favour of the Chairman, Chennai Port Trust payable at Chennai failing which interest @ 18% per annum on security deposit amount will be levied for the delayed remittance. 100% of the security deposit will be refunded on satisfactory completion of contract.

(ii) On receipt of full deposit as arrived at in clause (12) above in any manner aforesaid the Earnest Money submitted with the Tender will be refunded. No interest will be allowed on the earnest money from the date of its receipt until it is refunded. In the case, however for unsuccessful Tenderers, Earnest Money will be refunded, as soon as possible after the finalisation of L1 of the contract.

(iii) If the Security Deposit is submitted as Bank Guarantee the B.G. shall be valid upto completion of the contract period and additional claim period of minimum 3 months is required.

## **12. EXECUTION OF CONTRACT AGREEMENT**

i) The contractor shall execute an agreement with the Trust within 21 days from the date of payment of Security Deposit. 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 earnest money deposit (EMD) deposited by the Tenderer shall be forfeited and the Tenderer shall not be allowed further to participate for a period of one year in the trust's similar tenders.

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

## **13. FORMAT AND SIGNING**

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

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



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

The Chennai Port Trust will grant the Tenderer, permission for a site visit on receipt of a formal written request, 2 days in advance of the proposed date of the visit.

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

Only such vehicle as allowed by the Board will be permitted to enter into the Harbour premises. Tenderers should obtain a temporary pass from the Chennai Port Trust pass section after obtaining necessary authorization from the Chief Mechanical Engineer's office, to gain entry into the Trust's premises, if necessary. Port Trust will not deal with agents and all dealings will be directly with the Tenderer or his authorized representative during site visit.

#### **15. DISCLAIMER**

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

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

#### **16. 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.

**17. 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.

**18. 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.

**19.** 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.

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

**21. 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 stature, ordinance of Law Regulation of Bye-Law.

**22. 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.

**23. 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.

**24. 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.

**25. TIMINGS**

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

**26. 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

**27. BANK DETAILS OF CHENNAI PORT TRUST**

For the online payment of Earnest Money Deposit & Security Deposit, the Bank Details of the Chennai Port Trust are furnished below:

Name of the Beneficiary	: The CHAIRMAN, Chennai Port Trust
Name of the Bank	: STATE BANK OF INDIA
Name of the Branch	: SME Rajaji Salai
Account No.(Current A/c)	: 10885904378
IFS code	: SBIN 0001008629
MICR Code	: 600 002 288
Address of the Bank	: Anchor Gate Building, Ground Floor, Rajaji Salai, Chennai-600 001. Phone No.044-2522 0610.

CHIEF MECHANICAL ENGINEER

**“e-TENDER FOR HIRING OF 1 NO. OF BUS NOT LESS THAN 55 PASSENGER SEATING CAPACITY ON 24 HOURS BASIS FOR A PERIOD OF TWO YEARS FOR CISF OFFICIALS DUTIES IN CHENNAI PORT TRUST.**

**SECTION – II  
SCHEDULE - ‘A’**

**TECHNICAL SPECIFICATION**

**PREAMBLE:**

The Trust has proposed to hire 1 No. of Bus strictly not less than 55 Passenger Seating Capacity on 24 hours basis for a period of two years under two cover system for attending CISF officials duties in Chennai Port Trust through online mode. If there is any delay in transporting the CISF officials to the work spot and their wards to school duties, non-compliance of trips, penal charges as indicated in Tender schedule will be levied.

**1.0. SCOPE OF WORK: -**

The Scope of Work includes HIRING OF 1 No.OF BUS NOT LESS THAN 55 PASSENGER SEATING CAPACITY ON 24 HOURS BASIS FOR A PERIOD OF TWO YEARS FOR ATTENDING CISF OFFICIALS DUTIES in Chennai Port Trust as specified herein and in the Schedule of Quantities and Prices governed by the other terms and conditions of the tender.

Supply, Maintenance and Operation of Bus service inside and outside the Chennai Port premises for the period of Two years. In addition to supply and operation of the bus the charges for Insurance, Road Tax, fuel, oil, repairs, driver and cleaner batta & Salary, maintenance, spares, servicing etc. are to be fully borne by the contractor. The Trust will provide free parking area for the bus. It is the responsibility of the contractor to provide security and other repairing facilities for the bus. The contractor shall also provide entry passes to their deployed personnel and vehicle at his own cost.

**2.0 DELIVERY PERIOD:**

The tenderer should be in a position to deploy the vehicle to commence the work within Thirty days from the date of receipt of order.

**VEHICLE REQUIREMENTS:-**

<b>S.No.</b>	<b>Description</b>	<b>Requirement</b>
1	No. of buses to be operated	1 No.Bus
2	Capacity of bus	Bus seating capacity not less than 55 (Fifty five) Passenger Seats
3	Kilometer to be covered	Approximately 120 K.M per day
4	Year of the vehicle	The Bus shall be registered in Tamilnadu State on or after January 2016 and shall comply with the relevant Motor Vehicles Act, Govt. of TamilNadu with Yellow Board.

### **DETAILS OF TRIPS to be covered everyday**

Sl.No	DESCRIPTION OF TRIPS
1.	CISF Camp(near Heavy workshop,ChPT) to MPT ground (Tondiarpet Housing Colony), MPT Ground to KV School and KV School to CISF Camp for 2 ferry.
2.	CISF Camp to Zero Gate and Zero Gate to CISF Camp for 3 Shifts.
3.	If any other duty assigned by the Port .

K.V - Kendriya Vidyalaya (Island Grounds)

CISF - Central Industrial Security Force

### **3.0. ELIGIBILITY CRITERIA:**

3.1 An average annual financial turn over during the last 3 years, ending 31<sup>st</sup> March 2018, should be at least Rs.11,22,429/-. Copy of the Annual Turnover, Profit and Loss statements, balance sheet and Auditor's report for the last three years shall be submitted duly certified by Chartered Accountant for the year 2015-16, 2016-17 and 2017-18.

3.2 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 be either of the following:-

a) Three similar completed works of contract value not less than Rs.14,96,572/- each ie., 40% of the estimated cost.

(or)

b) Two similar completed works of contract value not less than Rs.18,70,915/- each ie., 50% of the estimated cost.

(or)

c) One similar completed work of contract value not less than Rs.29,93,144/- ie., 80% of the estimated cost.

Note: (i) Copy of the work orders of similar work and its completion certificate with value of work, 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.

**Similar works means:** "The Tenderer should have successfully completed supply of Buses on hire basis for Central Government/State Government/Public Sector Under Taking / Reputed Organization / Reputed Private firms / Educational institutions."

4.0 The tenderer Shall produce copy of work order and performance certificate work value of work done, work order reference number & date and date of completion. The work order and performance certificate submitted by the tenderer shall be in the name of the firm/proprietor/partner(s) alongwith the relevant documents viz., Partnership deed in case of partnership firm.

5. The firm should own 1 No. passenger Bus in the name of the firm or in the name(s) of the partner(s)/Proprietor. The partnership deed shall be registered with the Registrar of firms. Necessary documentary proof to be attached.

6. The copy of RC book, Insurance, Road tax, etc., must be submitted alongwith the tender for verification for the above vehicle. Also, originals to be produced for verification on receipt of order.

7. Tenderer should furnish an undertaking that upon receipt of the order, agreeing to furnish the details of the equipments specifications and relevant documents as per Schedule A.

8 The tenderer whose contract had been terminated prior to the contract period by the Chennai Port Trust due to non adhering of the contract terms and conditions will not be considered. The firms who are having legal dispute with Chennai Port will not be considered for the tender.

9 After satisfying all the above conditions the Bus shall be deployed for operation in Chennai Port within 30 days from the date of receipt of order. After due verification and satisfaction of the above conditions the successful Tenderer will be allowed to deploy the vehicle.

10 The successful tenderer after receipt of order shall obtain private service vehicle permit to operate the bus in Chennai Port campus. The Trust will issue necessary letters.

11 The successful tenderer shall produce all documents in original for verification by Trust Officials when called upon.

## **5. GENERAL CONDITIONS :**

1. The Bus supplied shall be registered on or after 01.01.2016.

2. The Bus to be provided should have Tamilnadu registration certificates, with full comprehensive insurance(to cover the occupants also) and statutory requirements of Central/State Governments fitness certificate, Pollution Control certificate, Road Tax etc., as per the Tamilnadu state RTO regulations for the entire contract period. **The Bus shall be provided with Yellow Board only.**

3. The Bus shall be operated and maintained throughout the contract period. If the bus is withdrawn for break down or any other reason alternate vehicle of not less than the similar seating capacity of the said contract shall be provided immediately with prior intimation to the authorities of the Chennai Port Trust.

4. The firm should keep one first Aid box with required medicines and Fire Extinguisher, etc., in the Bus.

5. The firm is advised to take necessary insurance at his own cost for his employees and the vehicle.
6. Discipline: The firm shall ensure that no driver either under the influence of alcohol or under stress be deployed for Chennai Port Trust's service. Any driver caught in drunken state during working hours will be handed over to state Police through CISF. Chennai Port Trust reserves the right to subject the driver for alcohol consumption test at random by the Trust's Medical Officer.
7. The firm shall ensure that all safety and security regulation of Chennai Port Trust are adhered to;
8. The applicable mandatory regulations as stipulated by RTO must be complied with.
9. The firm should ensure that the bus is positioned well in time for pick up and drop of CISF Officials/School Children of CISF personnel of Chennai Port Trust and the service rendered in prompt and courteous manner.
10. The firm shall be solely responsible for any damage to the Trust property.
11. The firm shall not engage the driver / cleaner below 18 years of age.
12. The firm shall provide 3 drivers and 3 cleaners for the bus since the bus will operate in 24hours..
13. The vehicle shall be fitted with Spark Arrester for the safety reason to enter in to the oil dock area if required.
14. The firm shall produce police verification certificate antecedent of the labour and employees by hire.
15. The tenderer shall not sub-let the contract.
16. The firm shall park the vehicles at his own risk and cost. CHPT shall not be responsible for any loss or damage caused to the vehicles while parked at ChPT's premises or anywhere else during the contract period.
17. Chennai Port Trust will not be liable for any altercation/accident during the contract period.
18. The contractor is advised to visit the site.
19. The Controlling, monitoring of Tender and Trip sheets shall be checked by the CISF officials.

- 4 The frequent change of drivers by the supplier should be restricted and except in emergency case, the change of driver should be with prior notice of at least 3 days and there should be a cap as to how many drivers can be changed in 12 months for one Bus tender

**6. Financial Evaluation:**

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

**CHIEF MECHANICAL ENGINEER  
CHENNAI PORT TRUST**



**“e-TENDER FOR HIRING OF 1 NO. OF BUS NOT LESS THAN 55 PASSENGER SEAT CAPACITY ON 24 HOURS BASIS FOR A PERIOD OF TWO YEARS FOR CISF OFFICIALS DUTIES IN CHENNAI PORT TRUST”**

**SCHEDULE ‘A1’**

**SCHEDULE OF PRICE**

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

## **SCHEDULE-B**

### **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 Shall inspect the site to acquaint himself with the nature of work local working conditions etc., for the purpose of making his offer on his own responsibility.
- 2.** It shall be open to the Chief Mechanical Engineer to nominate one or more of his representatives to supervise the work and to satisfy about the quality of materials and workmanship as required by the relevant regulation and as mentioned in technical specifications. The decision of the Chief Mechanical Engineer shall be final as regards the quality of materials and workmanship shall be binding on the contractor.
- 3.** The prices shall be firm and not subject to fluctuation at any stage till the completion of the contract. The prices quoted in the online only.
- 4.** The Tenderer shall give clear indication in his tender of the items he does not propose to include in the tender. Where such clear mention is not given it will be construed that the tender covers all parts required for completion of work.
- 5.** The 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.** 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.

7. 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.
- 8 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.M (R&D) 2nd floor of the Old Administrative Building, Chennai Port Trust. Telephone Nos. 25312570.

**CHIEF MECHANICAL ENGINEER  
CHENNAI PORT TRUST**

## **SECTION – IV**

### **GENERAL CONDITIONS OF CONTRACT (GCC)** **SCHEDULE - `C'**

#### **1. DEFINITIONS AND INTERPRETATIONS**

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

- (a) "BOARD" means the Board of 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.

**2.1 DELIVERY PERIOD:**

**The vehicle shall be supplied with in 30 days from the date of receipt of order.**

**2.2 CONTRACT PERIOD**

The contract period is two years from the date of handing over of the vehicle.

**2.3. EXTENSION OF CONTRACT:**

At the expiry of the contract period Chennai Port Trust reserves the right to extend the service for a further period upto One Year at the same rates and terms and conditions based on the performance of the Contractor.

**3. 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.

**4. 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 or his authorized representatives 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`

**5. PENALTY:**

- a) If the non-deployment period is within 24 hours the penalty shall be calculated and deducted on hourly basis or part thereof by dividing the daily hire rate by twenty four (24)
- b) No payment of hire charge will be made for the non deployment of vehicle for any particular day.
- c) If the bus remains non-operational due to breakdown or for any other reason continuously and no replacement bus is provided then penalty will be levied as follows in addition to non-payment of hire charges:

From the time and date of such non-Availability / In-operation:

S.No	Description	Penalty details
1	Upto 7 days	15% of hire charges per day or part thereof
2	From 8th day to 15th day	30% of hire charges per day or part thereof
3	Above 15 days	Trust reserves the right to cancel the order and forfeit the Security Deposit.

**6. LIQUIDATED DAMAGES/LATE DELIVEY CHARGES:**

The vehicle shall be deployed for operation in Chennai Port with in 30 days from the date of receipt of order. After due verification and satisfaction of the above conditions the successful contractor will be allowed to deploy the Bus.

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.

The Liquidated Damages/Late Delivery Charges 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 5% of the contract value fail to supply of vehicles as per the delivery period.

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.

**7. 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.

8. 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.
9. (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.
10. 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.

- 11.** 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.
- 12.** 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.
- 13.** 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.
- 14.** 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.
- 15.** Chennai Port has laid OFC cable inside the Trust for own use. In case of any damage to the OFC cable, the contractor responsible for damage shall be required to rectify the same immediately and all costs toward the same shall have to be borne by the contractor. Before carrying out the rectification works, the specification and the make/brand of the products should be verified from EDP division and only those products with the make/brand as specified by EDP division should be utilized for rectification. A penalty of INR 50000/- per day shall be levied on the contractor from the day of disruption/cut in OFC network till restoration of the same.
- 16.** (i) If the Tenderer claims that the decisions or the instructions of the Chief Mechanical Engineer are unjustified and that accordingly he is entitled to extra payments on account thereof, he shall forthwith notify this to the Chief Mechanical Engineer to record his decisions and the reasons therefore in writing and shall within two weeks state his claims in writing to the Chief Mechanical Engineer thereafter. The Chief Mechanical Engineer shall thereafter within four weeks of the receipt of the claim reply negotiations or discussions immediately thereafter within a further four weeks, the question of liability for such payments will be treated as one of disputes.



- (ii) In the Contract whenever there is a discretion or exercise or will by the Chief Mechanical Engineer during the progress of work, the mode or manner of the exercise or discretion shall not be a matter of legal adjudication.
- (iii) Wherever the Board is given discretion to do any act under the contract, the exercise of the discretion by the Board shall be final, conclusive and binding on all parties and the manner of exercise of such discretion shall not be called in question and the matter cannot be referred to court of law.
- (iv) The decision of the Chief Mechanical Engineer shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship or material used on the work or any matter arising out of or relating to the specifications, designs and drawings and instructions concerning the works or the execution of or failure to execute the same arising during the course of works. The above shall not be the subject or Legal adjudication and in no case shall the work be stopped consequent on such a dispute arising and the work shall also be carried out by the Tenderer strictly in accordance with the instructions of the Chief Mechanical Engineer.
- (v) Any litigation arising out of this agreement, shall only be adjudicated before the competent court of law within the jurisdiction of the Hon'ble High Court of Madras.
- (vi) Arbitration will not be raised by both the parties during the currency of the contract.

**17. PAYMENT TERMS:**

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

The bills for payment will be processed and certified by the concerned user departments. The Tenderer should give the PAN No. for Income Tax deduction at source.

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

- Name of the Bank and Branch details
- Account Number and
- MICR Number
- IFSC Number
- Type of Account
- PAN Number
- GST Regn. Number

## **18. ESCALATION AND DE-ESCALATION OF FUEL PRICE:**

The charges shall remain firm during the period of contract except for variation in fuel cost alone and escalation shall be applicable from the date of Opening of tender as per the following formula .:

Increase/decrease in the amount

$$\text{Adjustable towards variation in fuel cost} = ((\text{Dn}-\text{Do}) \times \text{K})/3$$

**Do-** The rate of diesel per litre prevailing as on date of opening of Tender(Technical Bid) as per IOC / HP / BPC outlet of Chennai.

**Dn** - The prevailing rate of diesel per litre as per IOC / HP / BPC outlet of Chennai during the month of operating the Bus.

**K** - Total number of Kms run for the month.

**Note:** On claiming the escalation of fuel, the consumption of fuel should be approved by CISF.

## **19. 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 ChPT 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 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.

### **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”.

### **Input Tax Credit**

- (i) The Bill of Contractor/Supplier who is default in GST compliance, will not be accepted by ChPT 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 along with remittance details.
- (iii) If the Contractor/Supplier submits Tax Invoice and undertaking alongwith Tax Invoice duly indemnifying Chennai Port Trust 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.

### **20. 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 4.75% plus employees' share of 1.75% 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 4.75% and Employees contribution of 1.75% (recovered from employees), totally 6.5% to be paid as contribution to ESI in their Code on or before 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 4.75% and Employees contribution of 1.75% (recovered from Employees salary), totally 6.5% shall be paid by the Contractor in the Chennai Port Trust Code on or before 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/-.

**21. 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.

**22. 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.

**23. SAFETY AND SECURITY:**

The Contractor shall ensure that all safety and security regulation of Chennai Port Trust.

The applicable mandatory regulations as stipulated by RTO must be complied with.

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

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

**24. 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.

- 25. (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.

**26. 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 entitles 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.

- 27.** 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

**28. 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.

- (i) The technical specification – “Schedule-A” and Price Schedule – A1” to be read in conjunction to make sure of the supply and works involved.
- (ii). The tenderer is required to offer rates as per Trust’s format “Schedule- A1” without fail and mention taxes and duties.
- (iii) The tenderer is advised to visit the site.
- (iv) The Controlling, monitoring of Tender and Trip sheets shall be checked by the CISF officials.
- (v) The frequent change of drivers by the supplier should be restricted and except in emergency case, the change of driver should be with prior notice of at least 3 days and there should be a cap as to how many drivers can be changed in 12 months for one Bus tender

**29 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

**30 TERMINATION:**

- a) The employer, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, may terminate the contract in whole.
  - i) If the contractor fails to deliver any or all of the Goods within the period specified in the contract, or within any extension thereof granted by the Employer.
  - ii) If the contractor fails to perform any other obligation under the contract (or)
  - iii) If the contractor, in the judgement of the Employer has engaged in fraud and corruption.
- b) In the event the Employer terminates the Contract in whole or in part, the Employer may procure, upon such terms and in such manner as it deems appropriate, goods or related services similar to those undelivered or not

performed, and the contractor shall be liable to the Employer for any additional cost for such similar goods or related services. However, the contractor shall continue performance of the contract to the extent not 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**



**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 Trust,  
Chennai – 600 001,  
India.

1. Having examined the instructions to Tenderers, General conditions of contract, Specifications and Schedules attached to the **“e-TENDER FOR HIRING OF 1 No. OF BUS NOT LESS THAN 55 PASSENGER SEATING CAPACITY ON 24 HOURS BASIS FOR A PERIOD OF TWO YEARS FOR CISF OFFICIALS DUTIES IN CHENNAI PORT TRUST 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 HIRING OF 1 No. OF BUS NOT LESS THAN 55 PASSENGER SEATING CAPACITY ON 24 HOURS BASIS FOR A PERIOD OF TWO YEARS FOR CISF OFFICIALS DUTIES IN CHENNAI PORT TRUST 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 & Trust 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 Trust’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 Trust.

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

Dated the .....day of.....in the capacity  
of.....duly authorized to sign tender for and on behalf  
of.....

(IN BLOCK CAPITALS)

Signature

Witnesses

Address

## FORM OF AGREEMENT

MEMORANDAM OF AGREEMENT made this day of two thousand at Chennai BETWEEN the Board of 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 of contract for hiring of 1 No. of Bus not less than 55 seating capacity for 24 hours basis for a period of two years for CISF officials duties in 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)

Signed and sealed by the Contractor in the  
presence of

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.

1.

2.

**CONTRACTOR**

**APPENDIX – IV**

**FORMAT OF POWER OF ATTORNEY**

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

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

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

**APPENDIX - V**

**BANK DETAILS FOR ECS PAYMENT**

1. Name of the Bank and Branch
2. Account Number
3. MICR Number
4. Type of Account
5. IFSC Number
6. 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: