



**MEE/ GC2 / 15 / 2021 / Dy.CME (ES)**

**BUDGETARY OFFER**

**FOR**

**DISMANTLING, SUPPLY, INSTALLATION, TESTING AND  
COMMISSIONING OF LED LIGHT FITTINGS AT NEPIER BRIDGE  
QUARTERS IN CHENNAI PORT TRUST**

**SUBMISSION ON OR BEFORE 12.05.2021**

**THE CHIEF MECHANICAL ENGINEER  
7<sup>TH</sup> Floor, Centenary Building  
Rajaji Salai, Chennai – 600 001.**

**BUDGETARY OFFER FOR DISMANTLING, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF LED LIGHT FITTINGS AT NEPIER BRIDGE QUARTERS IN CHENNAI PORT TRUST**

**TECHNICAL SPECIFICATION**

**SCHEDULE - 'A'**

**1.0 GENERAL:**

As a part of Energy saving measure, Chennai Port Trust proposes to replace the existing conventional light fittings by LED light fittings at Nepier Bridge quarters.

**2.0 SCOPE OF WORK INCLUDES:**

- i) Dismantle the starters, removable type chokes and tube lights from the existing T8 fittings / round CFL / any other light fittings etc., shall be handed over to the IE section with proper document and joint signature of Departmental Engineer.
- ii) Supply and installation of 1X 20 W (inclusive of driver loss) LED tube light in place of the existing 1X36W Fluorescent tube light including necessary modification in the wiring etc.,
- (iii) OEM shall have own -in -house NABL Accredited Photometric Lab. OEM should have facility to carry out type test, routine test and acceptance test as per IS 10322 and IP test. OEM registers under MSE shall have in -house NABL Accredited photometric lab.
- (iv) Tenderer / Authorized dealer shall submit letter from OEM for back to back support during designing, execution and commissioning of light fittings.
- (v) Authorized dealer / Tenderer shall submit letter from OEM regarding the unconditional acceptance of terms and conditions related to support to their products during warranty period of Five years.
- (vi) **The proposed all LED Light fittings shall have guarantee for five years from the date of commissioning /acceptance.**
- (vii) Testing and commissioning of LED fittings.

**3.0. TECHNICAL DETAILS:**

**1 x 20 watts LED Tube Light:**

The 20 W LED Tube light fitting shall be fixed in the place of removed existing conventional 1X36W Fluorescent tube light with required modification in the wiring etc., Light output shall be white in colour. Wattage is 20 W (inclusive of driver loss).

P.F  $\geq$  0.9, THD  $\leq$  15%, efficiency : 80%, Voltage range : 120 – 270V, AC, Light colour : Cool white, Driver : Constant output SMPS based LED Driver, Frequency : 47 – 53 Hz, LED Life period : 40,000 Burning Hours, Luminous max efficacy :  $\geq$  100 Lumen / Watt.

**4.0. APPROVED MAKES OF LAMP:**

Philips / Havells / Crompton Greaves / GE / Bajaj / Wipro Ready LED/Syska/  
Surya/Holonix / Jaguar

**4.1 APPROVED MAKES OF LED Chips:**

CREE/NICHIA/SAMSUNG/LUMILEDS/OSRAM

**5.0. GUARANTEE PERIOD:**

The supply / works shall be guaranteed for a period of 60 months (Five years) from the date of acceptance of the work. Any defect observed during the guarantee period, the same shall be rectified/ replaced by the firm at free of cost.

**6.0. COMPLETION PERIOD**

The entire work shall be completed with in 90 days from the date of handing over the site.

**Note :**

For any clarifications, if any the firm may contact the S.E. (ES) at 2<sup>nd</sup> floor of the Old Administrative Office Building, Tel. Ph. 25312428 (or) Dy.CME(ES) at 2<sup>nd</sup> floor of Old Admn Building, Tel. Ph. 25312542.

**CHIEF MECHANICAL ENGINEER  
CHENNAI PORT TRUST**

**BUDGETARY OFFER FOR DISMANTLING, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF LED LIGHT FITTINGS AT NEPIER BRIDGE QUARTERS IN CHENNAI PORT TRUST**

**SCHEDULE OF QUANTITIES AND PRICES**  
**SCHEDULE – ‘A1’**

<b>Sl. No.</b>	<b>Description of the work</b>	<b>Unit</b>	<b>Qty.</b>	<b>Rate/Unit (Rs.)</b>	<b>Amount (Rs.)</b>
1.	Dismantle the starters, removable type chokes and tube lights from the existing T8 fittings / any other light fittings etc., shall be handed over to the IE section.	Nos.	1,600		
2.	Supply of 1 x 20W LED Tube light fittings shall be fixed in the place of removed existing conventional fitting 1X36W (T8 compatible) including wiring and all other accessories etc., as per the Schedule Á’.	Nos.	1,600		
3.	Installation, testing and commissioning of 1 x 20W LED Tube light fittings shall be fixed in the place of removed existing conventional fitting 1X36W (T8 compatible) including wiring and all other accessories etc., as per the Schedule Á’.	No.	1,600		
<b>Total in Rs.</b>					

**Note:** i) The rate quoted by the firm shall be inclusive of all taxes and duties excluding GST.

ii) The firm shall furnish the Tax invoice for GST separately as per GST Act / Rules.

**Firm’s Sign and seal**

## **SPECIAL CONDITIONS OF CONTRACT (SCC)**

### **SCHEDULE - 'B'**

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 price bid shall be quoted on line 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 Tenderer shall quote separately for any items which have not been specifically mentioned in the specification but which are found necessary for completion, efficient installation and operation of electrification system other than those items which are not covered under 'works not included'.
6. The tender shall be accompanied by sufficient details of materials included in the offer with catalogue and sketches wherever necessary for comprehensive assessment of its merits and performance.
7. It will be entirely the Tenderer's responsibility to take required steps to adequately safeguard the personnel carrying out the work and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured.
8. All materials and components included in the contract shall conform to the relevant Indian Standard Specification wherever they exist.
9. The decision of the Chief Mechanical Engineer or his representative regarding the quality of any materials used on the work will be final and binding on the Tenderer. The Tenderer shall remove from the site of work any material rejected as unfit for use on the work at his own cost as soon as he is ordered to do so, failing which the Chief Mechanical Engineer or his representative shall remove such material from the site of work and shall deduct the cost incurred by such removal by the Board from any money due to the Tenderer.

10. The Tenderer shall co-ordinate his work with that of other Tenderers executing other works in the site and plan his work as to minimise inconvenience to others in the work site.
11. The watch and ward and storage of materials will be Tenderer's responsibility and the Board shall not be held responsible for any loss of the material.
12. The Tenderer shall be deemed to have satisfied himself before submitting the tender as to the correctness and sufficiency of his tender for the work and of his price stated in the schedule as to cover his entire obligation under the contract for completion of the work.
13. For Harbour entry pass and direction to site of work for inspection for the purpose of making the offer, the Tenderer shall contact the "Dy.CME (ES) 2<sup>nd</sup> floor of the Centenary Building, Chennai Port Trust Telephone No. 25312542.

**CHIEF MECHANICAL ENGINEER  
CHENNAI PORT TRUST**

## **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.
- (g) "TENDERER " means the person or persons, firm or company whose tender has been accepted by the Board and Tenderer's permitted assigns.
- (h) "CONTRACT PRICE" means the sum named in the tender subject to such conditions thereto or deductions there from as may be made under provisions hereinafter contained.
- (i) "DRAWINGS" means the drawings referred to in the contract agreement and any modifications of such drawings approved in writing by the Chief Mechanical Engineer and such other drawings as may from to time be furnished or approved in writing by the Chief Mechanical Engineer.
- (j) "SITE" means the lands and other places on/under/in/of, through which the 'work ' are to be executed or carried out and any other lands or places provided by the Board for the purposes of the contract.

- (k) "TEMPORARY WORKS" means temporary works of every kind required in the execution, completion or maintenance of the works and which do not form an item of the `work' or `works'.
- (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. EXTENT OF CONTRACT**

The contract comprises, the construction, completion and maintenance of the 'works' and the provision of all labour, materials constructional plant, temporary works and every thing whether of a temporary or permanent nature required in and for such construction, completion and maintenance so far as the necessity for providing the same is specified in or reasonably to be inferred from the contract.

## **3. COMPLETION PERIOD**

The entire work shall be completed within 90 days from the date of handing over of site.

- a) In case of delay in the progress of work, the Chief Mechanical Engineer shall issue to the contractor a memo in writing pointing out the delay in the progress and calling upon the contractor to explain the causes for the delay within three days of the receipt of the memo. If the Chief Mechanical Engineer is not satisfied with the explanation offered, he may forfeit the security deposit and/or withhold payment of pending bills in whole or in part. The contractor may appeal to the Chairman against the order of the Chief Mechanical Engineer forfeiting the Security Deposit and withholding of bills within a week of the said order and the decision of the Chairman shall be final and binding on the contractor.
- b) If the security deposit or any part thereof is forfeited by an order of the Chief Mechanical Engineer and such order become final, the Tenderer shall make good the security deposit or part of such deposit so forfeited within a fortnight thereafter or such further time as the Chief Mechanical Engineer may grant failing which the Chief Mechanical Engineer may determine the Contract.

## **4. GUARANTEE PERIOD:**

- (a) The supply / works shall be guaranteed for a period of 60 months ( Five year) from the date of acceptance of the work. Any defect observed during the guarantee period, the same shall be rectified by the firm free of cost.



- (b) The contractor shall ensure no damage to the any Trust Properties during contract period. If any, the same shall be rectified and / or replaced at free of cost by the Tenderer.
- (c) If during this Sixty months guarantee period any defects are noticed, which in the opinion of the Chief Mechanical Engineer are due to bad materials used and/or defective workmanship the Tenderer shall be required to carryout at the Tenderer's cost, such repairs, as the Chief Mechanical Engineer considers necessary or in the event of the Tenderer failing to do this within a notified time the Chief Mechanical Engineer may arrange for such repairs to be carried out and deduct the cost of such rectification of the defects from the amount retained, without prejudice to the recovery of any amount that may have been spent in excess of the deposit. For purposes, the period of 60 months shall count from the date of handing over of the completed part or whole of works by the Tenderer to the Chief Mechanical Engineer. SD will be released after completion of five years guarantee period.

## **5. CONTRACTOR'S SUPERINTENDENCE**

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

## **6. PROGRAMME TO BE FURNISHED**

As soon as practicable, after the acceptance of his tender, the Contractor shall, if required, submit to the Chief Mechanical Engineer for his approval a detailed programme showing the order of procedure and method in which he proposes to carry out the works and shall whenever required by the Chief Mechanical Engineer furnish for his information particulars in writing of the Contractor's arrangements for carrying out the works and of the constructional plant and temporary works which the Contractor intends to supply, use or construct, as the case may be. Submission to and approval by the Chief Mechanical Engineer of such programme or furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the contract.

7. If the progress of work is held up owing to circumstances which, in the opinion of the Chief Mechanical Engineer are beyond the control of the Tenderer, such as war, stormy weather etc., the Chief Mechanical Engineer may at his discretion, grant to the Tenderer such extension of time as he considers reasonable for the completion of the works. The grant of such extension of time shall not bestow on them for any claim or compensation/extra payment at a future date whatsoever.
8. The materials used on the work must be of first class variety corresponding to relevant ISS and other specifications laid in the contract. The work must be carried out in a workmanlike and expeditious manner and quality of work at each stage shall be subject to approval of the Chief Mechanical Engineer. The Chief Mechanical Engineer's decision as to the quality of such materials and work shall be final and binding on the Tenderer.
9. The Tenderer shall maintain at the site or work an Inspection Register, which must be produced by the Tenderer or his agent whenever called upon to do so by the Chief Mechanical Engineer or his representative during their inspection of the work. If the rectifications ordered to be done are not carried out within the time specified by the Chief Mechanical Engineer, the Chief Mechanical Engineer shall have the right to get such work done by any other agency and to recover the cost thereof from the Tenderer. This inspection register shall be the duplicate copying type so that one copy of the entries get recorded in the Chief Mechanical Engineer's Office. The Tenderer shall not make any entry of any kind in this register.

10. **CHIEF MECHANICAL ENGINEER'S REPRESENTATIVE**

The duties of the Chief Mechanical Engineer's Representative are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to relieve the Contractor of any of his duties or obligations under the contract or except as expressly provided hereunder to order any work involving delay or any extra payment by the Board or to make any variation or of in the works.

11. **WORK TO BE TO THE SATISFACTION OF THE CHIEF MECHANICAL ENGINEER:**  
The Tenderer shall execute, complete and maintain the works strictly in accordance with the contract to the satisfaction of the Chief Mechanical Engineer and shall comply with and adhere strictly to the Chief Mechanical Engineer's instructions and directions on any matter (whether mentioned in the contract or not). The Tenderer shall take instructions and directions only from the Chief Mechanical Engineer or his representatives.

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

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

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

The Liquidated Damages/Late Delivery Charges shall be ½% of the contract value per week or part thereof (a week is defined as 7 days inclusive of holidays) subject to a maximum of 10% of the total contract value.

If the contract/supply order is delayed after giving due notice, the contract/supply order may be cancelled by the competent authority with the condition that any additional expenditure incurred by the Port 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.

**13. SUPPLY OF MATERIALS AND LABOUR**

Except where otherwise specified in the contract the Tenderer shall at his own expense supply and provide all the temporary works, materials both for temporary and for works under the contract, labour (including the supervision thereof) transport to or from the site and in and about the works and other things of every kind required for the construction, completion and maintenance of the works. The Tenderer shall not hire out any item or equipment brought by him in connection with the execution of the work under the contract to any other party in connection with any work of the latter in the Port, without the written permission of the Chairman. Such permission may or may not be granted by the Chairman.

- 14.** The Tenderer shall at his own cost make due arrangements for the proper watch and safety of all materials and supplied to him by the Board for the use on this work. He shall not remove such constructional or materials from the site without the permission of the Chief Mechanical Engineer. If any of these materials are lost or damaged in any way due to negligence or carelessness on the part of the Tenderers or any of his employees, the cost for the materials lost or damaged and penalty for such negligence or carelessness of the Tenderer as determined by the Chief Mechanical Engineer shall be recovered from the Tenderer from any moneys due to him or to become due to him.

**15. ASSIGNMENT AND SUB-LETTING**

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

work basis shall not be deemed to be a subletting of assignment of benefit or interest under this clause.

16. The Tenderer shall be solely responsible for any accident, damage or injury caused to any of his employees or the Board's employees in the execution of the works and shall hold the Board blameless in respect thereof and also in respect of any claims made by any person in the employment of the Tenderer for any reason whatsoever.
17. (a) The Tenderer shall be responsible for all structural or decorative damage to Board's or his own property and injury caused by the works or workmen in his employment to persons, animals or things and shall indemnify the Board against any claims or actions arising there from. He shall also be responsible for any injuries or damage caused to the works by inclemency of weather outbreak of fire and shall rectify at his own cost all such damage and thoroughly complete the works.  
  
(b) The Tenderer shall be solely responsible for reporting the Board and Police Department immediately any serious or fatal accidents at any place belonging to the Board including premises leased to the Board to any of his employees/workmen engaged by him.
18. The Tenderer shall not house any of his workmen at or near the site. He shall not construct any structure even of a temporary nature for any other purpose on Board's premises except with the written permission of the Chief Mechanical Engineer and any such construction so put up shall be removed by the Tenderer whenever the Chief Mechanical Engineer calls upon the Tenderer to remove.
19. The Tenderer shall not operate the workshop at the site for the purpose of this contract beyond what is absolutely necessary for the execution of this contract, the necessity for and extent of which the Chief Mechanical Engineer's decision shall be final. Such necessary structures shall be non-inflammable materials as approved by the Chief Mechanical Engineer.  
Only vehicles licensed by the Board will be allowed inside the Harbour premises.
20. Measurements taken by the person authorised by the Chief Mechanical Engineer to take them will be binding on the Tenderer who will always be given the opportunity of witnessing the measurements. The contractor should submit a bill in the Trust's prescribed billing format.
21. **PAYMENT TERMS:**

100 % Payments will be made within 30 days after completion and acceptance of work by the Trust's Engineer.

Income tax @ 2% with applicable surcharge & education cess shall be levied U/S 194 (c) of Income Tax Act 1961. In case of exemption from the above levy necessary non-deduction certificate shall be produced by the tenderer from Income Tax / Commercial

Tax office respectively. In addition to that the tax levied by the Government of India will also be applicable.

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

The amount deposited by the contractor as security deposit under the agreement will be refunded to the contractor after satisfactory completion of the entire work and acceptance by the Trust.

## **22. TAXES:**

- 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.

viii) If the Tenderer / Supplier who are default in GST compliance, ChPT will not accept for payment..

ix) Bill amount along with GST shall be paid if GST is reflected in the GST portal or if the tenderer / supplier submit Tax Invoice and copy of the GSTR – 1 filed along with remittance details.

x) If the Tenderer / 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 filing of GST Returns or non compliance of GST Act / Provision. Bill amount along with GST shall be paid. However,

a) If such Tenderer / Supplier does not comply with GST Act, ie Filing of Returns / Remittance of GST within stipulated date, the Port shall not release the subsequent Running Account bills:

b) In First & Final Bill passed cases, the Port will adjust the defaulted GST from security deposit / any amount payable to them.

xi) 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 firm shall indemnify the Port against such non fulfillment of obligations.

### **TDS under GST**

(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 “amounts paid to vendor” or amounts credited to the account of the Vendor/Contractor.

(ii) If the purchase is made from a vendor located in Tamilnadu, then the TDS of 2% will be @ 1% under SGST and another 1% will be under CGST. If the purchase is made from a vendor located in a State/UT other than Tamilnadu, then the TDS of 2% will be under IGST.

(iii) This GST TDS is mandatory in the payments/purchase are made for the contract value more than Rs.2,50,000/-. It does not depend on the individual invoice values, but it depends on the “Value of Contract”.

### **23. FINANCIAL EVALUATION:**

The Financial evaluation of the Tender will be based on the Base Price of the supply of goods or services or both excluding the applicable GST

- 24.** 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.
- 25.** 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.
- 26.** (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, desi

- (i) 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.

## **27. 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.

- 28. (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.
- (i) 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.
- (ii) **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.15,000/- 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.15,000/- 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/-.

(vii) **EMPLOYEES P.F. & MISCELLANEOUS PROVISION ACT 1952:**

The Act provides for monthly contributions by the employer plus workers @ 10% of Basic DA. The benefits payable under the Act are:

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

(viii) **Insurance**

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

**29. 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.

**30.** 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.

**31. FURTHER INSTRUCTIONS**

The Chief Mechanical Engineer shall have full power and authority to supply to the Contractor from time to time during the progress of the works such instructions as necessary for the purpose of the proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

- 32.** Any notice to the Tenderer shall be deemed to be sufficiently served if given or left in writing at his usual or last known place of abode or business or at site.
- 33.** All payments made by the Board to the Tenderer under this contract shall be rounded off to the nearest paise.
- 34.** (i) The contract is liable for cancellation if either the Tenderer himself or any of his employee is found to be a person who has held a Class I post under the Board immediately before retirement and has, within two years of such retirements, accepted without obtaining the previous permission of the Board of the Chairman as the case may be an employment as Tenderer for, or in connection with the execution of public works, as an employee of such Tenderer.
- (ii) If any contract is terminated on account of the failure of the Tenderer to comply with the above clause the Board shall be entitled to recover from him such damages as may be determined by the Chief Mechanical Engineer with due regard to the inconvenience caused to the Trust on account of such termination without prejudice to the Trust's right to proceed against such officer.
- 35.** It must be clearly understood that the rates mentioned in Schedule `A1' are inclusive of everything required to be done by the conditions of the contract and specifications or by the drawings therein referred to and also all such work as is necessary for the proper completion of the Tenderer although special mention thereof may have been omitted in the specification or drawings.
- 36.** 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.
- 37.** The technical specification – “Schedule-A” and Price Schedule – A1” to be read in conjunction to make sure of the supply and works involved.
- 38.** The contractor is required to offer rates as per Trust’s format “Schedule- A1” without fail and mention taxes and duties.
- 39.** Necessary paid entry passes to be obtained by the contractor at their own cost.
- 40.** The contractor is advised to visit the site.

41. The Trust will not be responsible for any loss or damage of Men/materials/plants engaged during the work.
42. The Contractor shall arrange their own tools and plants and other materials and components required for the above work.
43. All transport required for the work shall be arranged by the contractor at their own cost.

44. **TERMINATION:**

- a) The employer, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, may terminate the contract in whole.
- i) If the contractor fails to deliver any or all of the Goods with in the period specified in the contract, or with in any extension thereof granted by the Employer.
- ii) If the contractor fails to perform any other obligation under the contract (or)
- 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 terminations Security deposit will be forfeited.

45. **VARIATION:**

- (i) Variation means variation in quantities of items ie. Where there is increase of quantities of items of work in the agreement. On other words, the nomenclature of work remains the same, but the quantity of variation is maximum / minimum 30% against the Tender cost shown in the agreement. The said variation shall be executed after approval of the competent authority.
- (ii) The quantity of items in Schedule 'A1' are only Tentative.
- (iii) Payment shall be made to the Tenderer as per the actual work carried out at site.

**CHIEF MECHANICAL ENGINEER  
CHENNAI PORT TRUST**