



CHENNAI PORT TRUST

TENDER NO.MEE/ 35 / 2011 / DY.CME(ES&CH)

TENDER

FOR

**CLEANING OF ELECTRICAL FITTINGS AND FANS IN BUILDINGS
AT VARIOUS LOCATIONS IN CHENNAI PORT TRUST UNDER TWO
COVER SYSTEM**

DUE AT 2.30 P.M. ON 14.02.2012

PRICE : Rs.525/- (Inclusive of 5% VAT)

CHENNAI PORT TRUST

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

TENDER No. MEE / 35 / 2011 / Dy.CME(ES&CH)

Sealed Tenders are invited from eligible, experienced and reputed firms for “TENDER FOR THE CLEANING OF ELECTRICAL FITTINGS AND FANS IN BUILDINGS AT VARIOUS LOCATIONS IN CHENNAI PORT TRUST UNDER TWO-COVER SYSTEM” as per details furnished hereunder:-

ESTIMATED COST:Rs.2.20 Lakhs

EMD: Rs.4,500/-

Tender documents can be obtained from the AO [Cash] on payment of **Rs.525/- (Inclusive of 5 % VAT)** (Rs.200/- extra if by post). Pay order/Demand Draft towards cost of the documents should be drawn in favour of the Chairman, Chennai Port Trust payable at Chennai.

Sale period : 24.01.2012 to 13.02.2012 (on all working days)

Date of opening of tender: 14.30 hrs. on 14.02.2012

For detailed NIT & Eligibility and further amendments if any, visit our Website www.chennaiport.gov.in.

CHIEF MECHANICAL ENGINEER

CHENNAI PORT TRUST

TENDER No. MEE/ 35 /2011/ DY.CME(ES&CH)

TENDER FOR THE CLEANING OF ELECTRICAL FITTINGS AND FANS IN BUILDINGS AT VARIOUS LOCATIONS IN CHENNAI PORT TRUST UNDER TWO-COVER SYSTEM

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EMD : Rs.4,500/-

Tenders will be opened in CME's Conference Hall at the "Office of the Chief Mechanical Engineer, VIITH floor Centenary Building, Chennai Port Trust, Rajaji Salai, Chennai – 1.

Due at **2.30 P.M.** on **14.02.2012.**

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST**

CHAPTER-I

INVITATION FOR TENDER

1. This invitation to tender is for “**TENDER FOR THE CLEANING OF ELECTRICAL FITTINGS AND FANS IN BUILDINGS AT VARIOUS LOCATIONS IN CHENNAI PORT TRUST UNDER TWO-COVER SYSTEM**”.
2. Tenderer are advised to study the Tender Document (including all the Schedules, Chapter, etc.) carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.
3. Sealed offers prepared in accordance with the procedures enumerated in of Chapter II should be submitted to the Chief Mechanical Engineer, Chennai Port Trust, Rajaji Salai, Chennai not later than the date and time as mentioned, at the address given in the Schedule. All bids must be accompanied by an Earnest Money Deposit (EMD) of Rs.4,500/- (Rupees Four thousand and five hundred only).
4. This Tender Document is not transferable.
5. Schedule for Invitation to Tender:
 - a) Name of the Purchaser:
Chairman
Chennai Port Trust,
Rajaji Salai, Chennai - 600 001.
 - b) Location where the Annual Maintenance Contract work shall be carried out – at various locations in Chennai Port Trust.
 - c) Addressee and Address at which Tenders are to be submitted:

Chief Mechanical Engineer,
Chennai Port Trust,
Rajaji Salai, Chennai – 600 001
Phone : (044) 25362070
Fax : (044) 25360955
 - d) Last date for issue of Tender document: **14.02.2012 at 16.00 Hrs.**
 - e) Addressee for Pre Bid Clarifications:

Chief Mechanical Engineer,

Chennai Port Trust, Rajaji Salai, Chennai – 600 001

Phone : (044) 25362070 Fax : (044) 25360955

(or) Dy.CME(ES&CH)

Phone: (044) 25362601

Email : ravindran2005@gmail.com

- f) Place of issue of Tender document :

Office of the Deputy Chief Accounts Officer

Administrative Building

Rajaji Salai, Chennai – 600 001

- g) Date of submission of Bid:

On or **Before 14:30 Hours** on **14.02.2012.**

- h) Place of submission of Technical and Price Bids:

Office of the Chief Mechanical Engineer,

7TH Floor Centenary Building,

Chennai Port Trust,

Rajaji Salai, Chennai – 600 001.

Phone: (044) 25362070

Fax : (044) 25360955

- i) Date of opening of Technical Bid:

At **14:30 Hours** on **14.02.2012.**

- j) Date till which the Bid is valid:

16 Weeks from the date of opening of the Technical Bid

- k) Completion Period : **ONE YEAR** from the date of receipt of the Order.

TENDER FOR THE CLEANING OF ELECTRICAL FITTINGS AND FANS IN BUILDINGS AT VARIOUS LOCATIONS IN CHENNAI PORT TRUST UNDER TWO-COVER SYSTEM

GENERAL CONDITIONS OF THE TENDER

1. Tenders in sealed covers superscribed as **“TENDER FOR THE CLEANING OF ELECTRICAL FITTINGS AND FANS IN BUILDINGS AT VARIOUS LOCATIONS IN CHENNAI PORT TRUST 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 invited so as to reach the office of the Chief Mechanical Engineer, Chennai Port Trust located at the 7th of floor of the Centenary Building not later than **2.30 p.m. on 14.02.2012.**
2. Tender must be sent in **One main cover** containing **Two separate covers** and these Two covers shall be superscribed as **“Techno-commercial Bid - Cover-I”** and **“Price Bid - Cover-II”** respectively. All covers shall be addressed to Chief Mechanical Engineer, Chennai Port Trust and sealed properly. Names and addresses of the Tenderers shall also be written on all the covers.
3. a) The Tenderer shall clearly written on Cover – I - “Techno-commercial Bid” - **“TENDER FOR THE CLEANING OF ELECTRICAL FITTINGS AND FANS IN BUILDINGS AT VARIOUS LOCATIONS IN CHENNAI PORT TRUST TWO-COVER SYSTEM”** - due on **14.02.2012.** Cover-II as “Price Bid” - **“TENDER FOR THE CLEANING OF ELECTRICAL FITTINGS AND FANS IN BUILDINGS AT VARIOUS LOCATIONS IN CHENNAI PORT TRUST UNDER TWO-COVER SYSTEM”**
- b) The Main Cover as **“TENDER FOR THE CLEANING OF ELECTRICAL FITTINGS AND FANS IN BUILDINGS AT VARIOUS LOCATIONS IN CHENNAI PORT TRUST UNDER TWO-COVER SYSTEM”**. The Tenderer shall submit the above Tender in Triplicate.
- c) The Earnest Money Deposit for this tender is **Rs.4,500/- (Rupees Four thousand and five hundred only)**. The amount may be in the

form of (a) Demand Draft / Pay Order on any **Nationalised/Scheduled Bank** payable at **Chennai only** in the name of the **Chairman, Chennai Port Trust**.

- d) The Demand Draft/Pay Order as mentioned above shall be kept in main cover and shall not be sent separately.

3.1 **CONTENTS OF COVER – I**

Complete technical specification of “**TENDER FOR THE CLEANING OF ELECTRICAL FITTINGS AND FANS IN BUILDINGS AT VARIOUS LOCATIONS IN CHENNAI PORT TRUST UNDER TWO-COVER SYSTEM**”, quoted by the Tenderer with all technical and design details and commercial conditions.

- b) A confirmation letter to the effect that the Tenderer will abide by all the clauses in the Tender documents.

3.2 **CONTENTS OF COVER – II**

- a) The Cover – II shall contain only “Schedule of Quantities and Prices” – Schedule –‘A1’ for the “**TENDER FOR THE CLEANING OF ELECTRICAL FITTINGS AND FANS IN BUILDINGS AT VARIOUS LOCATIONS IN CHENNAI PORT TRUST UNDER TWO-COVER SYSTEM**”, - as per Schedule-A1.

4. The Tender Document is also available on the Chennai Port Trust’s Website www.chennaiport.gov.in for downloading.

5. The Tenderers those who have downloaded the Tender Document from the Trust’s Website should send a **Demand Draft / Pay Order** for **Rs.525/-** (Inclusive of 5% VAT), being the non-refundable sum towards the cost of Tender Document, in favour of “**CHAIRMAN, Chennai Port Trust**” at Chennai, so as to reach on or before **2.30 P.M. 14.02.2012** along with the covering letter, addressed to “**The Chief Mechanical Engineer, Electrical and Mechanical Department, 7th floor of Centenary Building, No.1, Rajaji Salai, Chennai Port Trust, Chennai – 600 001**”. The cover shall be superscribed as “**TENDER FOR THE CLEANING OF ELECTRICAL FITTINGS AND FANS IN BUILDINGS AT VARIOUS LOCATIONS IN CHENNAI PORT TRUST UNDER TWO-COVER SYSTEM**”, the covering letter shall consist of the following:-

- a) Name and Address of the Tenderer who proposes to submit the tender.
- b) Name and Address of the authorised agent / representative along with the authorisation letter.

The Tenderers those who sent the cost of the above said website downloaded Tender document on or before the date mentioned shall only be permitted to

- (a) send queries
- (b) attend the pre bid meeting if any.
- (c) participate in the Tender and submit the Tender on the due date for submission.

6. **POWER OF ATTORNEY**

Tenderers are required to submit a Power of Attorney as in Appendix-I. 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. **EARNEST MONEY DEPOSIT**

The Earnest Money Deposit for this Tender is **Rs.4,500/- (Rupees Four thousand and five hundred only)**.

The Demand Draft / Pay Order as mentioned above in favour **CHAIRMAN, Chennai Port Trust** shall be enclosed with the Tender. This shall be kept in main cover and shall not be sent separately. **Tenders which are not accompanied by the Demand Draft / Pay Order will be summarily**

rejected and the concerned Tenderer and or his Authorised Representative will not be permitted to attend the Tender opening.

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

- a) Successful Tenderer – after the payment of Security Deposit.
- b) Unsuccessful Tenderers, validity extended Unsuccessful Tenderers – after finalization of the award of contract and placement of Order on the Successful Tenderer.
- c) Validity not extended Tenderers – within 20 days on submission of claim along with advance stamped receipt.

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. In case where the E-payment facilities are not available, the Tenderer shall submit Advance stamped receipt for refund of EMD amount. The advance stamp receipt shall favour in the name of **CHAIRMAN, Chennai Port Trust** and it shall be enclosed along with the Tender document.

9. **FORMAT AND SIGNING**

The Tender Documents submitted to the Trust shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderers. All pages of the tender and where entries or corrections have been made shall be initialled by the person signing the tender.

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

10. **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 Chennai Port Trust shall not be liable for any mistake or error in respect of the Tender Document.

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, during erection, testing and commissioning work.

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.

11. **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.

12. **FORMAT OF TENDER DOCUMENT**

The Tenderer shall furnish three copies of their covering letter, duly enclosing their own drawings, conditions if any, date and other information in triplicate to form a complete tender in all respects. Each copy of the

offer shall be superscribed appropriately as “Original”, “Duplicate” and “Triplicate”.

13. **RIGHT TO ACCEPT / REJECT TENDERS**

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.

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

15. The Tender forms **Schedule “A-1”** contained in this tender document in triplicate shall be returned to the **Chief Mechanical Engineer, Chennai Port Trust** with his tender.

16. **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.

17. **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.

18. **METHODOLOGY OF EVALUATION**

Technical discussion, meeting with the Tender committee, after opening. Based on the discussion, the Cover-I will be evaluated as per the technical and commercial terms and conditions stipulated in the tender document.

Based on the evaluation, the cover-II of all the technically and commercially qualified Tenders will be opened.

19. The amount of Earnest Money will be refunded to unsuccessful Tenderers as soon as possible after the award of contract. No interest will be allowed on the Earnest Money from the date of its receipt until it is so refunded.
20. The Tenderer who resides and or carries on his normal business in India shall submit along with his tender an Income Tax Clearance Certificate from the Indian Income Tax Authorities concerned, valid and current at the time.
21. The Tender Form, Schedule 'A1' contained in this tender document in triplicate shall be returned to the Chief Mechanical Engineer, Chennai Port Trust, each of them duly filled in and signed by the Tenderer along with his tender.
22. 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.
23. The Trust will not issue any 'C & D' Form. Hence, the Tenderers are advised to quote specifically & clearly the percentage of sales taxes, if any, in the price bid covers.
24. The Trust reserves the right to seek any Technical and commercial clarifications.

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST**

CHAPTER-III

TENDER FOR THE CLEANING OF ELECTRICAL FITTINGS AND FANS IN BUILDINGS AT VARIOUS LOCATIONS IN CHENNAI PORT TRUST UNDER TWO-COVER SYSTEM

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF TENDERERS

- I (i) In the event of a tender being submitted by a firm it must be signed separately by each member thereof or in the event of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorising him to do so.
- (ii) The Tender Document is also available on the Chennai Port Trust's website www.chennaiport.gov.in. **Those who desire to down load the tender document should send along with their bids a separate demand draft in favour of Chairman, Chennai Port Trust for Rs.525/- (inclusive of 5 % VAT) being a non-refundable sum towards the cost of Tender Document.** The tenders which are not accompanied with the demand draft of Rs.525/- (inclusive of 5 % VAT) will be summarily rejected and also the amount paid in any form attached to the tender or paid in any way except as specified above will not be taken into account and the relative tender will be rejected.

2. EARNEST MONEY DEPOSIT

- i) The amount of **Earnest Money Deposit is Rs.4,500/-**. The amount may be in the form of (a) Demand Draft/Pay order on any **Nationalised/Scheduled Bank payable at Chennai only** in the name of the **Chairman, Chennai Port Trust**.
- ii) To claim exemption under Clause above, the Tenderers are required to produce an attested copy of the NSIC registration certificate. The attestation should be from a Gazetted Officer of Central/State Government. 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 NSIC certificate. No claims for exemption without the details stipulated above will be considered.
- iii) The Demand Draft/Pay Order should be enclosed to the Tender. This should not be sent separately.
It is to be specifically noted that this tender does not come within the purview of the system of registration of approved suppliers in vogue with the Trust and no relaxation with regard to payment of Earnest

Money Deposit and Security Deposit will be made on the grounds that the Tenderers are on the approved list of the D.G.S. & D. Railways etc. However, small Scale Units registered with the National Small Industries Corporation Limited are exempted from payment of Earnest Money Deposit provided a certificate from the Registering Authority is produced to substantiate their status as a Small Scale Unit currently registered with the National Small Industries Corporation Limited.

3. **VALIDITY**

The prices quoted by the Tender must be firm and should hold good at least for **sixteen weeks** from the date of opening of the tender. They should be inclusive of Sales Tax or any other tax dues etc. The Board does not bind itself to accept claims for extra payments for items not included in the tender.

4. **SECURITY DEPOSIT**

- (i) The person whose tender or any portion of whose tender is accepted must within 10 days of receipt of notice of such acceptance or within such extended time as may be allowed by the Chief Mechanical Engineer at his discretion, deposit as security, in the form of Demand draft/Bankers' cheque drawn on any Scheduled Bank/Nationalised Bank, payable at Chennai.

The Deposit in any manner suggested above shall be to the extent of 5% of the amount of accepted tender towards security for the due fulfilment of the conditions of contract and the Tenderer must execute an agreement in the form hereto annexed. The Demand draft/Bankers' Cheque shall be furnished within 10 days from the date of placement of order failing which the agreement is liable to be treated as null and void. The Demand draft/Bankers' Cheque shall be in favour of the **Chairman, Chennai Port Trust**. No interest will be allowed on each deposits.

If the contractor have not remitted the Security Deposit amount within the stipulated time and in the order, necessary interest @ 18% P.a. on SD amount will be levied for the delayed remittance from due date of remittance to date of realization/remittance of money.

- ii) 5% of the amount deposited by the Tenderer as security under the agreement will also be refunded to the contractor along with the final bill after the date of completion one year contract period.

- iii) Only on payment of Security Deposit the site will be handed over to the contractor for commencing the work.
5. On receipt of full deposit as arrived at in Clause (4) 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 of unsuccessful Tenderers, Earnest Money will be refunded, as soon as possible after the final decision of awarding the contract. Alternatively the successful Tenderer shall when his tender is accepted, furnish security as specified in Clause (4) above after giving credit to the amount deposited by him as Earnest Money. The Earnest Money shall retain its character as such, till the Security Deposit is furnished by the Tenderer.

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 15 days of such acceptance is made known to him (or) (ii) to furnish the Security Deposit within the prescribed time the Earnest Money deposited by such 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.

6. 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.
7. The cost of stamping the agreement must be borne by the successful Tenderer.
8. The Chief Mechanical Engineer does not bind himself to recommend for acceptance the lowest or any tender or to assign any reason for non-acceptance and reserves to himself the right to divide the contract between two or more Tenderers.

9. Only such vehicles as are licensed Will be permitted to enter into the Harbour premises.
10. The Tenderer shall enclose documents for having carried out works of a similar nature as per the 'Eligibility Criteria' mentioned in Technical Specification – Schedule 'A'.
11. Tenders will be opened in CME's Conference Hall at the Office of the Chief Mechanical Engineer, VII Floor of Centenary Building, Chennai Port Trust, Chennai - 600001 immediately after the closing time mentioned in the Advertisement in the presence of Tenderers, who have paid the earnest money including those specifically exempted in writing or their authorised representatives who are present at the time. Representatives of the firms, who have not paid the Earnest Money as specified in the Tender documents will not be permitted to be present when the tenders are read out. Those specifically exempted should produce a copy of the exemption letter, if the tender opening Officers desire so. Eligible Tenderers as above should send letter of authorisation with attested specimen signature of their representatives, who are deputed to attend at the time of opening of Tenders. Representatives without such authorisation letters may not be permitted to be present to witness the opening.

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST**

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 **“TENDER FOR THE CLEANING OF ELECTRICAL FITTINGS AND FANS IN BUILDINGS AT VARIOUS LOCATIONS IN CHENNAI PORT TRUST UNDER TWO-COVER SYSTEM”**, in conformity with said conditions of contract, specifications, drawings, 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 **“TENDER FOR THE CLEANING OF ELECTRICAL FITTINGS AND FANS IN BUILDINGS AT VARIOUS LOCATIONS IN CHENNAI PORT TRUST UNDER TWO-COVER SYSTEM”** with all spares, etc. and Annual Maintenance and Servicing for a period of ONE YEAR from the date of receipt of the order as specified in the Tender Schedule.
3. We further undertake, if our tender is accepted, we will furnish D.D./Bankers' Cheque in favour of the Chairman, Chennai Port Trust, within 10 days from the date of receipt of order to the extent of 5% of the tender price in the manner set forth in the conditions in the General Rules and Directions as Security Deposit.
4. We further undertake, if our tender is accepted to enter into and execute within 15 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 or 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 sixteen weeks 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 15 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 theday of.....in the capacity
of.....duly authorized to sign tender for and on behalf
of.....

(IN BLOCK CAPITALS)

Signature

Witnesses

Address

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 FOR THE CLEANING OF ELECTRICAL FITTINGS AND FANS IN BUILDINGS AT VARIOUS LOCATIONS IN CHENNAI PORT TRUST UNDER TWO-COVER SYSTEM

TECHNICAL SPECIFICATION
SCHEDULE 'A'

1.0. GENERAL

Chennai Port Trust proposes to carryout the cleaning and maintaining of Electrical fittings and Ceiling/Wall/Exhaust fans at Main Hospital & Annex, Diamond Jubilee Hospital Building, Diabetic Specialty complex, Old Administrative Office Building & COS Building, Central Documentation Complex Building, Centenary Building, Sea shore canteen, Industrial canteen and VIP Guest houses in Chennai Port Trust.

2.0 ELIGIBILITY CRITERIA:

- (I) Average annual turnover during **last 3 years**, ending 31st March of 2011 should be atleast **Rs.66,000/-**.
- (II) Experience of having successfully completed similar works during **last 7 years** ending **30.11.2011** should be either of the following:-
- a) **Three** similar completed works **each** costing not less than **Rs.88,000/-;** (or)
- b) **Two** similar completed works **each** costing not less than **Rs.1,10,000/-;** (or)
- c) **One** similar completed work costing not less than **Rs.1,76,000/-**.
- 'Similar'** work means - Annual Maintenance Contract for cleaning of fittings and fans.
- (III) Documents required for Eligibility criteria the original /Notorised document proof of Balance sheet, Profit & Loss account, work order for having carried out similar works for the period mentioned in the tender document shall be submitted along with the tender.

NOTE – If the Tenderer submitted Work Order for similar works containing combination of different works, then the relevant portion of the Order (i.e.) Order value related to the similar works only be taken for evaluation purpose of the eligibility criteria.

3.0. SCOPE OF WORK

The scope of the work includes the following:

The Tenderer has to carryout the cleaning of electrical fittings and Ceiling/Wall/Exhaust fans installed at different locations inside the office premises, rooms, verandahs, stair cases, connecting corridors, etc.

- i) Thorough cleaning of 1x36/40 (or) 2x36/40 watts fluorescent tubular fittings along with down rods.
- ii) Thorough cleaning of Ceiling/Wall/Exhaust fans along with down rods, canopy, etc.

The entire cleaning works shall be carried out periodically on a rotational basis covering all the areas. The work shall be carried out floor wise, as instructed by CME's representative and the entire cycle shall be completed within this period.

The cleaning work shall be carried out at different locations inside the office premises, rooms cabins, toilets, verandahs, stair cases connecting corridors etc.,

The total quantities of the tubular lamp fittings and Ceiling/Wall/Exhaust fans to be cleaned once in two months for a period of one year are furnished below:

Sl. No.	LOCATION	QUANTITY	
		Tubular lamp fittings in Nos.	Ceiling/Wall/Exhaust fans in Nos.
1.	Main Hospital old Building, Main Hospital Annex, Diamond jubilee building and Diabetic specialty centre.	750	480
2.	Old Administrative Office Building & COS Office Building and AO Canteen.	800	510
3.	Central Documentation Complex.	385	210
4.	Centenary building and VIP Guest houses.	395	160
5.	Industrial canteen (CWS)	120	90
Total		2450	1450

4.0. TERMS AND CONDITIONS:

- i) The Tenderer shall possess necessary tools and tackles, safely gadgets, cleaning materials, etc. of adequate capacity for effectively carrying out the above works by using suitable sprayers like liquid Coolx, Colin or equivalent makes. Prior approval from Trust's officials shall be obtained for the sprayers that are going to be used.
- ii) Non-skid type safety ladder to reach the fittings and installations inside the building locations shall be used by the Tenderer at their cost.
- iii) The Trust will not be responsible for any damage or loss of any of the firm's men and materials and for any damage / accident to the firm's personnel.
- iv) Safety and safe custody of all men, materials, tools and plants that are required by the firm during site works, till handing over to the Trust shall be entirely the responsibility of the firm.
- iv) Every care should be taken for the safety of the persons working and they shall be provided with adequate safety guards, etc. The person attending to these works shall be experienced in carrying out similar works.
- vi) The contract shall carry out the cleaning works without causing any inconvenience to the normal functioning of the offices and the occupants of the area.
- vii) The cleaning works shall be carried out during day time only. The Tenderer shall obtain approval from the CME's representative for the cleaning schedule before carrying out the works.
- viii) The Tenderer is advised to inspect the site locations before quoting to acquaint themselves with the works involved.
- ix) The payment will be made once in two months after satisfactory completion of the portion of works and as per Trust's payment terms.

- x) The rate shall be inclusive of all charges for labour, taxes, levies, etc. The sales tax and/or service tax on works contract shall be borne by the Tenderer.
- xi) The rate shall be firm till the completion period.
- xii) If the performance of the contract is not satisfactory or not up to the expectations of Chief Mechanical Engineer or his representative, the payment will be made proportionately on pro-rata basis for the completed items of works only.
- xiii) The contract or his authorized representative shall report daily in the morning and evening to the technical representative to get the necessary further instructions for the particular day's and subsequent day's works.
- xiv) The total period for the works will be one year. The works shall be started within a week's time from the date of acceptance of the Trust's order.
- xv) The quantities indicated in the Schedule are only approximate and can be increased or decreased at the discretion of Chief Mechanical Engineer.
- xvi) The Tenderer shall engage three batches per day (3 Persons/Batch) for cleaning not less than 2450 tubes/two months and 1450 fans / two months.
- xvii) The Tenderer is required to offer rates as per Trust's format "Schedule-A1".
- xviii) The successful tenderer's workers proposed to be engaged for his work shall be covered under Group Insurance Scheme.
- xix) Any clarifications of the above items supplied by the firm may contact Executive Engineer (ES) at IInd floor, Old Administrative Office, Telephone No. 25362201 – Extn: 2542 (or) SE(ES&CH) at IInd floor, Old Administrative Office, Telephone No. 25362201 – Extn: 2254 (or) Dy.CME(ES&CH) at 7th floor of the Centenary Building, Telephone Nos. 25362201 – Extn: 2707.

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST**

TENDER FOR THE CLEANING OF ELECTRICAL FITTINGS AND FANS IN BUILDINGS AT VARIOUS LOCATIONS IN CHENNAI PORT TRUST UNDER TWO COVER SYSTEM

SCHEDULE OF PRICES AND QUANTITIES
SCHEDULE 'A1'

Sl. No.	Description of work	Unit	Qty	Rate/Unit Rs.	Amount Rs.
1.	Labour charges for through cleaning of 1x36/40 watts or 2x36/40 watts fluorescent tubular fittings with down rods along with connected switchboard as specified in Schedule-A. <u>Note:</u> No. of fittings to be cleaned shall be not less than 2450 Nos./two months for a period one year.	Nos.	14,700		
2.	Labour charges for through cleaning of ceiling/wall/exhaust fans along with down rods, canopy etc. along with connected sub-switch boards as specified in Schedule-A. <u>Note:</u> No. of fans to be cleaned shall be not less than 1450 Nos./two months for a period one year.	Nos.	8,700		
3.	Service tax if any				

(Rupees

Only)

TENDERER

TENDER FOR THE CLEANING OF ELECTRICAL FITTINGS AND FANS IN BUILDINGS AT VARIOUS LOCATIONS IN CHENNAI PORT TRUST UNDER TWO COVER SYSTEM

SCHEDULE `B`

SPECIAL CONDITIONS OF CONTRACT

1. The Tenderer shall examine carefully the General Rules and Directions, General and Special Conditions of Contract, Technical Specifications and Drawing and Shall inspect the site to acquaint himself with the nature of work local working conditions etc., for the purpose of making his offer on his own responsibility.
2. It shall be open to the Chief Mechanical Engineer to nominate one or more of his representatives to supervise the work and to satisfy about the quality of materials and workmanship as required by the relevant regulation and as mentioned in technical specifications. The decision of the Chief Mechanical Engineer shall be final as regards the quality of materials and workmanship shall be binding on the contractor.
3. The prices shall be firm and not subject to fluctuation at any stage till the completion of the contract. The prices quoted must be filled in ink both in figures and words in the Schedule of prices attached with the Tender Document. the prices quoted shall be inclusive off taxes, duties, freight, insurance, unloading etc. and any correction shall be supported by the Tenderer's signature there against.
4. The 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&CH) 7th floor of the Centenary Building, Chennai Port Trust.
T e l e p h o n e N o s . 2 5 3 6 2 2 0 1 – E x t n : 2 7 0 7 .

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST**

TENDER FOR THE CLEANING OF ELECTRICAL FITTINGS AND FANS IN BUILDINGS AT VARIOUS LOCATIONS IN CHENNAI PORT TRUST UNDER TWO COVER SYSTEM

SCHEDULE 'C'

GENERAL CONDITIONS OF CONTRACT

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 WORKS" means all appliances or things or whatsoever nature required in or about the execution, completion or maintenance of the 'Works' or 'Temporary Works' (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- (e) "CONTRACT" means the General Conditions, Specifications, Drawings, Priced Bill or Quantities. Schedule of Rates, Prices (if any) tender and contract agreement.
- (f) "CONTRACTOR" 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. EXTENT OF CONTRACT

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

3. COMPLETION PERIOD

The contract work shall be completed in ONE YEAR from the date of receipt of the Order.

- a) In case of delay in the progress of work, the Chief Mechanical Engineer shall issue to the Tenderer a memo in writing pointing out the delay in the progress and calling upon the Tenderer to explain the causes for the delay within three days of the receipt of the memo. If the Chief Mechanical Engineer is not satisfied with the explanation offered, he may forfeit the security deposit and/or withhold payment of pending bills in whole or in part. The Tenderer may appeal to the Chairman against the order of the Chief Mechanical Engineer forfeiting

the Security Deposit and withholding of bills within a week of the said order and the decision of the Chairman shall be final and binding on the Tenderer.

- b) If the security deposit or any part thereof is forfeited by an order of the Chief Mechanical Engineer and such order become final, the Tenderer shall make good the security deposit or part of such deposit so forfeited within a fortnight thereafter or such further time as the Chief Mechanical Engineer may grant failing which the Chief Mechanical Engineer may determine the Contract.
4. (a) The Chief Mechanical Engineer reserves to himself the right to cancel the contract for unsatisfactory progress in the work at any stage.
- (b) CONTRACTOR'S SUPERINTENDENCE

The Tenderer shall give or provide all necessary superintendence to the complete satisfaction of the Chief Mechanical Engineer during the execution of the works and as long thereafter as the Chief Mechanical Engineer may consider necessary. The Tenderer or a competent and authorised agent or representative approved in writing by the Chief Mechanical Engineer which approval may at any time be withdrawn is to be constantly on the work and shall give his whole time to the superintendence of the same. Such authorised agent or representative shall receive on behalf of the Tenderer directions and instructions from the Chief Mechanical Engineer or (subject to the limitations of Clause 9 hereof) the Chief Mechanical Engineer's representative.

5. 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.
6. 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.

7. 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.

8. **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.

9. **WORK SHOULD BE 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.

10. **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.

In case of part/portions of the contract work/supply order completed and taken possession by the Trust and the Trust operates/can be made for operation of the part portion/supply order, the calculation of Liquidated Damages will be restricted to the uncompleted/undelivered value of the work/supply order subject to the amount of the maximum percentage prescribed for the Liquidated Damages/Late Delivery Charges of the total value of the contract/supply.

The Liquidated Damages/Late Delivery Charges shall be ½% of the contract value per week or part thereof (a week is defined as 7 days inclusive of holidays) subject to a maximum of 5% of the contract value.

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

11. **WATCHING AND LIGHTING:**

The Tenderer shall in connection with the work provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary, as required by the Chief Mechanical Engineer or by any competent statutory or other authority for the production of the works or for the safety and convenience of the public or others.

12. **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.

13. 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 amount due to him or to become due to him.

14. **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.

15. 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.
16. (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.
17. 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.

18. 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.

a) Only vehicles licensed by the Board will be allowed inside the Harbour premises.

19. 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.

20. **CLEARANCE OF SITE ON COMPLETION**

On the completion of the works the Tenderer shall clear away and remove from the site all constructional temporary works, surplus materials and rubbish of every kind and leave the site and works clean and in a workman like condition to the satisfaction of the Chief Mechanical Engineer.

21. **PAYMENT TERMS**

The payment will be made once in Two months as per the actual work done as recorded in the Contractor's bill book and acceptance by the Trust.

Income tax @ 2% with applicable surcharge & education cess shall be levied U/S 194 (c) of Income Tax Act 1961. Similarly Tamil Nadu Value Added Tax under Section 13 of T.N.VAT Act 2006 shall also be levied. 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.

The tenderer shall quote the Bank Account details for the payment through ECS along with PAN.

22. 5% of the amount deposited by the Tenderer as security under the agreement will also be refunded to the contractor along with the final bill after the date of completion and acceptance of the works by the Trust.

23. **SETTING OUT**

The Chief Mechanical Engineer shall issue in writing basic data as regards level and alignment for the works in the form of a Bench Mark of Special level and a case line of specified relationship with reference to the alignment of the works. The Tenderer shall be fully responsible for the true and proper setting out of the works and for the correctness of the position levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the works any error shall appear or arise in the position levels, dimensions or alignment of any part of the works, the Tenderer on being required to do so by the Chief Mechanical Engineer shall at his own expense rectify such error to the satisfaction of the Chief Mechanical Engineer unless such error is based on incorrect data supplied in writing by Chief Mechanical Engineer or the Chief Mechanical Engineer's representative in which case the expense of rectifying the same shall be borne by the Board. The checking of any setting out and or of any line, or level by the Chief Mechanical Engineer or the Chief Mechanical Engineer's representative shall not in any way relieve the Tenderer of his responsibility for the correctness thereof and the Tenderer shall carefully protect and preserve all bench marks, site rails, pegs and other things used in setting out the works.

24. All amounts due to the Board by the Tenderer, if outstanding on account of supply of any materials, electricity, water services rendered in connection with the contract, repairs or rectification to works etc. shall be adjusted from the bills or any amount due to the Tenderer by the Board by way of outstanding, deposits etc.

25. In the event of the death, insanity or insolvency of the Tenderer or in the case of the Tenderer being a partnership on a dissolution of the firm of Tenderer or in the case of the Tenderer being a company governed by Companies' Act 1956, the winding up of the company the contract shall be terminated on the happening of the event above said and all accepted and acceptable work shall be measured up and paid for, to the person or persons legally entitled to receive payment for work done and on his or their executing a bond indemnifying the Board against all claims that may be made in respect of payments made by the Board by persons claiming from

the Tenderer or others, in respect of work done by the Tenderer prior to the termination of the contract.

26. In the event of the contract being terminated at any stage due to unsatisfactory progress of work as per Tender Specification, the Chief Mechanical Engineer shall have the right to execute the portions of works left incomplete using the Board's labour or any other agency and the Tenderer shall be liable to make good any loss incurred by the Board on this account. Such amounts shall be recovered from any moneys due to or to become due to the Tenderer.
27. (i) If the Tenderer claims that the decisions or the instructions of the Chief Mechanical Engineer are unjustified and that accordingly he is entitled to extra payments on account thereof, he shall forthwith notify this to the Chief Mechanical Engineer to record his decisions and the reasons therefore in writing and shall within two weeks state his claims in writing to the Chief Mechanical Engineer thereafter. The Chief Mechanical Engineer shall thereafter within four weeks of the receipt of the claim reply negotiations or discussions immediately thereafter within a further four weeks, the question of liability for such payments will be treated as one of disputes.
- (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 and in the maintenance period. 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 this agreement, shall only be adjudicated before the competent Court of Law within the jurisdiction of the Hon'ble High Court of Madras.

28. **REMOVAL OF WORKMEN**

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

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

- (iii) If any enhancement in the rates of wages becomes payable as a result of the implementation of the Chief Labour Commissioner's interpretation of the Contract Labour (Regulation and Abolition) Central Rules, 1971 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.
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.
39. **Form of Integrity Pact – Undertaking:**
- a) The bidders shall give an undertaking that they have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
 - b) The bidders shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT TRUST**

FORM OF AGREEMENT

MEMORANDAM OF AGREEMENT made this day of Two thousand ten 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

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

Shri.
Dy.Chief Mechanical Engineer (ES&CH)

Signed and sealed by the Contractor in the presence of

CHIEF MECHANICAL ENGINEER

The signature is made on behalf of 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

FORMAT OF POWER OF ATTORNEY

Dated : _____

**POWER OF ATTORNEY
TO WHOMSOEVER IT MAY CONCERN**

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

(Attested signature of Mr. _____)

For _____ (Name of the Tenderer)

For _____ (Name of the Tenderer)

ADVANCED STAMP RECEIPT

Received from the Chairman, Chennai Port Trust, Chennai a sum of **Rs.4,500/- (Rupees Four thousand and five hundred only)** towards refund of Earnest Money Deposit vide Tender No.MEE/ 35 /2011/Dy.CME(ES&CH)

Signature with Office Seal