

## SECTION – VII

<b>TITLE</b>	:	<b>REGISTRATION</b>
<b>AUTHORITY</b>	:	<b>DY. CONTROLLER OF STORES</b>
<b>SCOPE</b>	:	<b>REGISTRATION OF SUPPLIERS</b>

S.No	<u>ACTIVITY</u>	Primary Responsi- bility	Supervisory Responsi- bility
<b>1.0</b>	<b><u>REGISTRATION</u></b>		
<b>1.1</b>	<p>Documents to be furnished by the firm along with the application are:-</p> <p>(a) A copy of the partnership deed (in case of partnership concern)</p> <p>(b) A copy of the Certificate of the incorporation along with the articles of association and memorandum (in case of Limited Co.,)</p> <p>A Copy of last 3 years Annual Report indicating P&amp;L Accounts and balance sheet (does not require for new firms).</p>		
Originated by		Page Number	1 of 2
DCOS		Revision Number	00
Date 24/02/03		Date	24/02/03
Approved by COS		Effective Date	24/02/03
Date 24/02/03			

S.No	<u>ACTIVITY</u>	Primary Responsibility	Supervisory Responsibility
	<p>(c) Certificate of registration with the National Small Industries Corporation if the firm is SSIU unit (if available).</p> <p>(d) The manufacturing units are to furnish full information on technical know-how, manufacturing facilities, quality assurance facilities, technical &amp; skilled manpower.</p> <p>(e) In case of authorized agents/dealer, necessary agency/dealership certificate from the principle.</p> <p>The Purchase order copies executed to Govt. Department or Private Organisation.</p>		
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**NOTE:- Performance Report will e obtained from the other Organisations where the firms have executed supplies.**

<b>TITLE</b>	VENDOR MANAGEMENT		
<b>Section No.</b>	IX	Page No.	1 of 1
<b>Revision No.</b>	00	Effective Date	<b>24/02/2003</b>

<b>S.No.</b>	<b>DESCRIPTION</b>	
<b>1.1</b>	With a view to establish reliable source of supply, firms are registered by the Stores	
<b>1.3</b>	Department as “approved suppliers”.	
<b>1.8</b>	Firms are registered for a period of three years and subsequent renewals are for 2 years thereon.	
<b>1.9</b>	Refundable Security Deposit of Rs.5,000/- shall be collected from the firms at the time of registration.	
<b>1.10</b>	Security Deposit is exempted for the firms registered with NSIC on production of Xerox copy of Valid certificate duly attested by a Gazetted Officer. The Cost of application for Vendor Registration is Rs.104/-(Rs.100 + 4% VAT) & Rs.129/-( 100 + 4% VAT + Rs. 25/- Postal Charges) to send by post.	
Prepared by: DCOS Signed Date: 24/02/2003	Reviewed by: DCOS Signed Date: 24/02/2003	Approved by: COS Signed Date: 24/02/2003

**CHENNAI PORT TRUST**  
**APPLICATION FOR ENLISTMENT AS VENDOR**  
**IN**  
**STORES DEPARTMENT**

**CONFIDENTIAL**

**SERIAL No. :**

- I. a) Name of the firm :**
- b) Address with Phone No. :**  
**Fax No.**  
**E-mail Address**
- c) Date of Establishment :**
- II. a) If a limited concern, give authorized and issued capital :**
- b) If a Partnership concern, give name of all Partners.**
- c) If a Proprietary concern, give name of the Proprietor.**
- d) Name and Address of all Companies, Firms or Associates of persons in Which the applicant is substantially interested. :**
- III. If you are a Manufacturer, state,**
- a) Articles manufactured :**
- b) The Address of your Workshop :**
- c) No. of men Employed :**
- d) List of Machineries you have, with Full particulars like capacity Type Etc. : Enclose a list separately**
- e) Whether R & D facilities available, If so, details may be furnished. :**

- IV. If you are an accredited Agent/  
Distributor / Authorised  
Stockist of any Manufacturer,  
enclose copies of certificates. : Record the No. of Certificates enclosed**
- a) **Approximate value of stocks :**
- b) **Address of your Godown, if any :**
- V. Whether after Sales :  
Service is maintained  
If so, give full  
details.**
- VI. a) If you are in the approved list of any :  
Central Govt. Organisation or Public  
Sector undertaking, Enclose copies of  
Certificates for the items you have been  
Registered.**
- b) **Copies of Orders secured from any : Record the no. of Orders  
three Organisations during the Enclosed  
Last financial year may be enclosed**
- VII State as to whether Registered with :  
N.S.I.C., if so, enclose copy of  
Permanent enlistment Certificate  
duly attested by a Gazetted Officer.**
- VIII State your Head Office or Branches, :  
With full address**
- IX a) Give your Banker's Address :  
with reference.**
- b) **Since the payment will be made by  
ECS, please furnish the:**
1. **Name of the Account Holder :**
2. **Account No.**
3. **Name & Detailed Address of the Bank:**
4. **Branch details if any**
5. **MICR No.**



**CHENNAI PORT TRUST**

**STORES DEPARTMENT**

**GENERAL RULES FOR REGISTRATION OF FIRMS**

**AS APPROVED SUPPLIER**

1. (a) Firms should apply in the prescribed form of Application for registration.  
(b) The Application Form can also be downloaded from the Trust Website. The Cost of Application for Vendor Registration is Rs.104/- (Rs.100 + 4% VAT) & Rs.129/- (Rs.100 + 4% VAT + Rs. 25 Postal Charges) to send by post by way of DD drawn in favour of "The Chairman, Chennai Port Trust, Chennai – 600 001" along with Application duly filled & signed by the Authorized signatory.
2. Firms will not be registered unless they produce a copy of valid TNGST & CST Registration Certificates and indicate Income Tax Pan No.
3. (a) All documents as called for in the application should accompany the application.  
(b) In respect of Selection of Trade Group, Please go through the entire list of Trade Group before selection. Choose Trade Group for which you can produce distributorship and / or Authorised Dealership Certificate  
(c) If you are a Manufacturer, choose only the Group of items manufactured by you.
  - (i) Registration will be done only to the above three categories of vendors.
  - (ii) The Controller of Stores reserves the right to allot the Trade Group based on the Various Policy decisions of the Administration.
- (d) The Controller of Stores reserves the right to accept or to reject the Application for registration as deems fit.
4. Firms will have to abide by any Rules and Regulations that were laid down by the Controller of Stores from the time to time.

5. The Controller of Stores reserves the right to remove the name of any firm either for a specific period or permanently from the approved list in the event of any attempt to give illegal gratification to any member of the Trust's staff or in the event of the supplies being un-satisfactory either in quality or delivery or if very little business has resulted from dealing or if he has repeatedly either lost or damaged Trust's materials specially entrusted to their custody e.g. Drawings, specification, samples etc.
  
6. For the purpose of Registration, Vendors will be required to deposit with the Trust's Financial Adviser & Chief Accounts Officer a sum of Rs.5000/- in cash or by Demand Draft or by Money Order only when called for by the Controller of Stores, in due course. No interest will be allowed on the above deposit. OR in case of manufacturers, on production of latest valid NSIC certificates, will be exempted from payment of S.D. amount of Rs.5000/-. The Controller of Stores reserves the right to adjust any moneys due to the Trust by the Contractor from such deposits. The deposit should be recouped by the Contractor to the required minimum within ten days of the receipt of the intimation to such adjustment.
  
7. Firms must renew their Registration once in 2 years duly Quoting Income Tax, Pan Number list of order secured from Chennai Port Trust during the period from the last renewal and also to produce latest & valid BIS License, NSIC Certificate, ISO Certificate, distributors / dealership certificates as applicable.
  
8. Firms are directed to intimate immediately in case of any change in address, in a separate letter in duplicate addressed to the Controller of Stores, Chennai Port Trust, Chennai – 600 001. Specifically endorsing One copy for attention of 'Vendor Cell' and the other for 'Vendor Registration'.

**Controller of Stores,  
Chennai Port Trust.**



- 10.140 Metal Processing :**  
 (1) Casting (2) Forgings  
 (3) Fabrication (4) Gear & Pinions.
- 10.150 Packing & Jointing Materials**
- 10.160 Raw materials Virgin & Products :**  
 (1) Ferrous (2) Non-Ferrous
- 10.170 Spares for Plants\* (\*Indicate Plant Name)**
- 10.180 Tyres, Tubes & Flaps**
- 10.190 Tyres – Solid**
- 10.200 Welding Equipment – Material & Accessories**  
 (1) Transformers (2) Generators  
 (3) Electrodes (4) Oxygen & Acetylene Gases  
 (5) Nozzles etc.

**11.000**

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**CIVIL ITEMS**

- 11.010 A.C. Sheets & A.C. Products**
- 11.020 Baskets, Brooms, Bamboo Products**
- 11.030 Brushes**
- 11.040 Building Materials & Sanitary-ware**
- 11.050 Canvas Products & Tarpaulins**
- 11.060 Fenders**
- 11.070 Floor Decorative Materials**
- 11.080 Glass, Mirrors, Plywood, Laminated Sheets & Hard Boards**
- 11.090 Hardware Other than Fasteners :**  
 (1) Hand Tools (2) Cutting Tools
- 11.100 Paint & Varnish**  
 (1) Steel (2) Wood (3) Wall

(4) Bituminous (5) Epoxy (6) Ship bottom

11.110 Permanent Way Materials

11.120 Pipe & Pipe Fitting – (MS/GI/CI/Seamless)

(1) Pipe

(2) Pipe Fitting (other than valves)

(3) Valves 100 mm above

(4) Valves 100mm below

11.130 Timber

11.140 Wire & Wire Products

(1) Wire Nails (2) Barbed Wire (3) Chain Links

(4) Weld-mesh (5) Wire-mesh.

12.000 .....

**CHEMICAL ITEMS**

12.010 Chemical & Chemical Products :

(1) Acids (2) Bleaching Powder (3) Soft Soap

(4) Liquid Soap (5) Soda Ash (6) Phenol

13.000 .....

**ELECTRICALS ITEMS**

13.010 Air Conditioner, Refrigeration, Water Coolers

(1) Cooling Tower (2) Refrigeration Gas

(3) Spares

13.020 Batteries & Cells

13.030 Battery Chargers

13.040 Cable Conductor, Transmission Materials

(1) Cable I.S.S.694, 1554, 9968 etc.

(2) Telephone Cables (3) Coaxial Cables

(4) Welding Cables (5) Auto Cable.

(6) Conductors Bare.

13.050 Electrical Fittings & Spares

(1) Light fittings (2) Fan & Accs.

(3) Flameproof fitting & Accs.

<b>13.060</b>	<b>Electrical Machinery &amp; Parts :</b> <b>(1) Meters (2) Generators (3) Pump Sets</b> <b>(4) Starters (5) Brushes (6) Brush Holders</b>
<b>13.070</b>	<b>Electrical Measures Instruments</b>
<b>13.080</b>	<b>Electrical Appliance &amp; Spares</b> <b>(1) Water Heaters (2) Distilled Water Plant</b>
<b>13.090</b>	<b>General Electrical Items :</b> <b>(1) Wiring Accs. (2) Crimping Socket Tool</b> <b>(3) Cable Jointing Kit.</b>
<b>13.100</b>	<b>Insulating Material :</b> <b>(1) Tapes (2) Sleeves (3) Ins. Varnish</b> <b>(4) Hylum (5) Ebonite (6) Rubber Mats</b> <b>(7) Paper Lethroid etc.,</b>
<b>13.110</b>	<b>Switching &amp; Allied Items :</b> <b>(1) MSB, MCCB, ACB, Contactors,</b> <b>Push Button Starters</b> <b>(2) ELCB, Switch Fuse, Fuse Switch, HRC</b> <b>Fuses</b> <b>(3) Energy Meters (4) Transformer</b> <b>(Instruments)</b>
<b>14.000</b>	<p>.....</p> <p><b><u>ELECTRONIC ITEMS</u></b></p>
<b>14.010</b>	<b>Electronic Equipment &amp; Instruments</b> <b>(1) Calculators (2) UPS (3) IPS</b> <b>(4) Voltage Stabilizers.</b>
<b>14.020</b>	<b>Electronic Equipment &amp; Components</b> <b>for Communication :</b> <b>(1) Telephones (2) Audio Equipment &amp;</b> <b>Amplifiers.</b>

15.000	.....	<b><u>OFFICE EQUIPMENT &amp; FURNITURE</u></b>
	15.010	Clock Wall, Attendance Punching Clock
	15.020	Computers & Electronic typewriters (1) Consumable (2) Printers (3) Spares
	15.030	Furniture
16.000	.....	<b><u>FIRE FIGHTING EQUIPMENT &amp;CHEMICALS</u></b>
17.000	.....	<b><u>UNIFORMS ITEMS</u></b>
	17.010	Cloth, Clothes, Badges, Sarees, Footwear and Caps.
18.000	.....	<b><u>FUEL</u></b>
	18.010	Fuel other than Petroleum Products.
	18.020	Gases
19.000	.....	<b><u>INSTRUMENTS – SCIENTIFIC &amp; MEASUREMENTS</u></b>
20.000	.....	<b><u>ORE HANDLING ITEMS</u></b>
	20.010	Conveyor Belts
	20.020	Items peculiar to ore handling : (1) Idlers (2) Rollers Etc.,
21.000	.....	<b><u>DIESEL LOCO ITEMS</u></b>
22.000	.....	<b><u>NAVIGATIONAL ITEMS</u></b>
23.000	.....	<b><u>PETROLEUM &amp; ITS PRODUCTS</u></b>

24.000 .....

**PRINTING & STATIONERY**

24.010 Printing (Letter Press Printing)  
24.020 Printing (Offset)  
24.030 Stationery (General)  
24.040 Stationery (Eng. Drawing)

25.000 .....

**GENERAL ITEMS**

25.010 Abrasive  
25.020 Adhesives  
25.030 Compressor Sprayers  
25.040 Crockery, Cutlery,  
Kitchen & Table – Wares  
25.050 Gas Cylinder Empty  
25.060 Handling Contracts  
25.070 PVC & Plastic Materials  
25.080 Safety Aids  
25.090 Rubber Items  
25.100 Small Plants :  
(1) Weighing machines (2) Cycles  
(3) Wheel Barrows (4) Trolleys  
(5) Tri-Wheelers  
25.110 Wastes :  
(1) White Cotton Waste & Co lour  
(2) Banian Waste.

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**ANNEXURE – III**

**CHENNAI PORT TRUST (STORES DEPARTMENT)**

**INSTRUCTIONS AND GUIDELINES**

1. In their own interests all time are requested to study very carefully the Instructions given below. Non-observance of these instructions is likely to result in suspension of business or even cancellation of registration.
2. Acceptance of quotations and all contracts for the supply of materials are subject to the instructions which may be issued from time to time by the Port Trust Administration for the guidance of the Contractors.
3. Contractors may preferably quote on Trust's quotation forms.
4. Not more than one item should be entered in one quotation form. The description of the items must be reproduced word by word as given in the Special Limited Tender.
5. The offers must be kept open for 60 days from the date of opening of the quotations within which period, the tenderers of the quotations cannot withdraw their offer, subject to the period being extended by mutual agreement from time to time any contravention of the above condition will make the tenderers of the quotation liable for forfeiture of his security deposit.
6. The quotations will be received in the Office of the Controller of Stores, Chennai Port Trust, Chennai – 600 001, before 2.30 PM on the dates stipulated against each item.
7. Enquiry No. and due date must invariably be quoted on the quotation form and on the top of the envelope and also on all correspondence.
8. Quotation must be dropped in the Quotation Box specially provided for the purpose at the Office of the Controller of Stores, if quotations due on different dates are enclosed in one envelope they are liable to be passed over.
  - (a) Telegraphic offers will be treated as defective, invalid and rejected. only detailed complete offers received prior to closing time and date of Tender will be taken as valid.
9. Tenderers of quotations must give their full address and the registration numbers on all quotations submitted by them. Such quotations wherein this information is not supplies are liable to be passed over.

10. Quotations must be filled in ink or typewritten. No erasures, alterations or overwriting are permitted on the quotation form.
11. The languages used in filling the quotation forms must be clear and [precise in English.
12. Price quoted should be strictly in accordance with the units specified in the enquiry. Rate must be quoted both in figures as well as in words. Failure to do so is likely to result in offers being passed over.
13. The Prices quoted should be firm till the supplies are completed.
14. Sales tax and other General Taxes or Central Sales Tax or any other taxes, where leviable must be shown as a separate item. No claim for any tax not stipulated in the quotation, will be admitted at any stage on any ground whatsoever unless the same is statutory increase ordered subsequent to the quotation which shall be supported by documentary evidence.
15. Where material is asked for to a particular specification, tenderers of quotation must guarantee that the supplies offered will be up to the specification, sample submitted with quotations are not tested and submission of a sample or quotation of a brand or make will not absolve the tenderer of the quotation from the responsibilities arising out of rejection of supplies which when tested prove to be not up to specification.

When the sample submitted or offer made is not exactly to the required specification, the offer must be made in the 'Counter Offer' column indicating in what respect the offer differs from the specification failing which it will be assumed that the offer is exactly to the description and specification as quoted for.

Complete description including reference to specification must be given by the Tenderer in his quotation in the "Description" Column. Even if he fails to quote reference to the specification, it will be assumed that the material offered is to specification, unless it has been already indicated in the "Counter Offer" column provided for the purpose that the material offered is not to the specification required.

Remarks such as "Best Local Make" etc. will be assumed to indicate Best Local Make to required specification unless it has been specially mentioned in the quotation that the material offered is not to specification.

16. Tenderers should not send quotations with remarks, “Similar to that supplied against Order No. as per sample submitted against Enquiry No.” Such offers are liable to be passed over.
17. Whenever samples are called for they must be sent so as to reach the Office of the Controller of Stores by the opening date and time. Failure to do so is liable to result in offer being passed over. Samples should be supplied without charge and freight paid and without any obligation on the Trust’s part as regards safe custody. It is for the suppliers to arrange for the collection of unaccepted samples. Local firms must collect their un-accepted samples within 15 days after the decision on the offer is communicated. Thereafter the samples are liable to be disposed off by the Trust and the firms will have no claims on their samples.
18. No amendments or alterations in the quotation will be allowed after the opening date. The quotation forms must therefore, be filled in by the Tenderers with due care.
19. Where delivery is offered F.O.R. Dispatching Station, the quotations must be inclusive of all Packing Charges for safe transit. Approximate freight charges should be furnished to appreciate the offer.
20. Firms who have no manufacturing facilities should not quote for items which are manufactured to drawings or samples. Quotations if submitted by offerers are liable to be rejected unless it is made clear with proof that they are manufacturers. For all manufactured items the name of manufacturers and the address of the workshop where the items will be manufactured must be indicated.
21.
  - (a) Where quotations submitted involve importation, the quotation should be on F.O.B. basis including Loading Port Charges and indicating C.I.F. value for which import License is required and also the assessed freight and Indian charges viz., Customs Duty, Landing Port and other Clearance charges and Agency Commission clearly and separately. It should be understood that the Goods in this case will have to be shipped through Government of India Shipping Co-ordination Committee’s Agents abroad and any other special conditions applicable in case of importation which are additionally attached to the Special Limited Tender.
  - (b) Components/Spares of Imported origin or percentage of Import content of material should be clearly specified in the Quotation/Tender, as otherwise any increase on account of de-valuation claimed subsequently will not be considered.
22. The Controller of Stores does not bind himself to accept the lowest or any quotations or to assign any reasons for non-acceptance. He reserves himself also the right to accept any quotation in part or whole.

23. An order placed on the successful tenderer must be promptly acknowledged by him.
24. All supplies offered for immediate delivery or Ex-stock must be delivered or dispatched within 4 days of the receipt of the order.
25. The period given for delivery of dispatch shall commence from the date of receipt of Order by the Contractor together with all necessary information and drawings to enable the work to be put on hand.
26. All articles supplied by the successful tenderer shall be to the description and quality and in strict accordance with the specification or approved sample.
27. The maker's name of the material quoted for supply by the successful tenderer be indicated in the challan accompanying the supply for all standard products where maker's name can be known when materials of more than one make are supplied, the number and quantity of each make supplied is to be given in the challan where maker's name cannot be furnished for reasons that should be stated indicating the reasons.
28. The raw materials to be used for manufacture of stores to be supplied shall be new and not used or second hand and to specification required. When called upon, the firm must produce documentary and relative test certificates to show that the material used is new and to the specification required.
29. All stores ordered are subject to approval and inspection by the Controller of Stores any other officer whether of the Trust or of the D.G.S.& D, Inspection wing authorized by the Controller of Stores and should the articles on inspection be found not to comply with the requirements or be found in any way damaged or unsuitable will be rejected and the decision of that Inspection Officer as aforesaid shall be final.
30. The contractor shall have to pay such fees as the Controller of Stores may require in connection with analysis or test of material, such payments however will be enforced only in the event of supplies or any portion of them being found inferior to specification or stipulated quality.

In case of samples called for in connection with quotation against items for which specification exists, the testing charges should be borne by the firms irrespective of whether samples are suitable or not.

31. In the case of any material which has not been inspected at the makers works, the manufacturer or supplier as the case may be, when required shall supply the Inspecting Officer with a certificate stating process of manufacture and a test sheet signed by the manufacturer giving the result of mechanical tests and chemical analysis applicable to the material purchased. Each test sheet shall

indicate the number of identification marks of the casts or mixes to which it applies corresponding with the number to be found in the forgings, castings, brooms, bars, ingots, paint drums etc.

32. All rejected articles must be removed by the firms at their own cost within 7 days from the date of the Rejection Notice. Such Rejected Stores shall lie at the Contractor's risk, from the date of rejection. If the rejected supply is not removed within the specified time, the Controller of Stores shall have the right to dispose off such stores as he thinks fit at the Contractor's risk and on his account. In the case of stores dispatched by Rail and rejected at destination, the material will be looked freight "To Pay" without any further reference to the firm if no intimation of disposal instructions is received within 14 days from the date of rejection notice and clearance and packing charges as fixed by the Controller of Stores will be recovered from any monies due to the contractor.
33. No quantity in excess of that ordered should normally be supplied and should any such excess be supplied, it is liable to be returned to the supplier at his risk and cost and the freight thereon in both directions, will be recovered from him at the Public Tariff Rate.
34. Should the rejected articles be returned to the supplier or consigned at his request to any other station both inward and outward, freight thereon will be calculated at Public Tariff Rate, should the rejected material be taken over by a Local Agent on behalf of the supplier and should the said articles have been originally booked by the supplier freight "To Pay" the proportionate inward freight on rejected material will be recovered from the Vendor at Public Tariff Rate and any other expenditure incurred in that connection will be recovered from any monies due to the contractor.
35. In case of dispatches made on F.O.R. Madras Harbour Station basis and if the consignment does not arrive within 14 days, the bill will be returned. In all other cases where material is dispatched by rail, firm must send the Railway receipt to the consignee together with relative challan and bill in duplicate duly revenue stamped and pre-receipted under a covering letter giving full dispatch particulars. A copy of this letter must be endorsed to the Controller of Stores.
36. In the event of the supplier causing any loss to the Trust through fraud negligence or any other section (direct or contributory) or fail to pay on demand to the Trust any money which he may be required under or by virtue of the condition of contract or by law, the Trust shall be at liberty to appropriate to the payment of such moneys either in whole or part thereof, as may be necessary to satisfy the Trust's claims of any deposit made by the supplier against that contract and if the deposit amount be insufficient to pay then whole such moneys due to the Trust to cover the balance by deduction from any sum due or which may thereafter become due to the Trust under that contract or any other contract.

37. The Purchase order will be sent to the firm by ordinary post under postal Certificate or by hand delivery. If later on, it is pleaded that the order was not received by the firm, such a plea will not absolve the firm from the contractual obligation. In such an eventuality however a copy of the order will be sent to the firm for compliance. In their own interest, the firms are requested to acknowledge the receipt of the order.

38. Special attention of tenderer drawn to the contractual obligation in respect of the delivery time:-

Definition of date of delivery is detailed below for the guidance of tenderers:-

The delivery date in respect of the contracts placed by the Trust shall be deemed to be as follows depending upon the type of delivery specified.

- (a) Where the inspector and the authority nominated for the purpose for taking delivery of the goods is the same, the date of delivery will be the date on which goods are tendered for inspection provided always that they are found acceptable to the inspector-Cum-Consignee.
- (b) In case of delivery F.O.R. Station of Dispatch the date of RR/PWB/LWB is the date of delivery.
- (c) In case where the delivery is F.O.R. Destination, the date of arrival of the goods at the destination station is the date of delivery.
- (d) In case of local delivery, the date on which the delivery is actually effected to the consignee is the date of delivery. As the date of delivery is the essence of the contract the tenderers are advised to note the above very carefully and ensure they satisfy the delivery conditions with full knowledge of the implications of the delivery period quoted by them in terms of the above.

39. Although the time within which delivery is required is invariably indicated in the Special Limited Tenders, the delivery period furnished by the firm in their quotation are accepted and indicated in the orders placed in good faith that supplies will be received within the delivery period. But it is observed that most of the suppliers do not stick to the delivery period indicated by them. Firms should be careful in furnishing the delivery period in their quotations and should stick to it failing which action as deemed necessary will be taken as per terms of contract.

## WARRANTY

40. All items of Plant and Machinery and such other items of stores where defects come to notice only after it has been put to actual use are subject to the following warranty clause :
- (i) Sellers/Contractor shall warrant that everything to be furnished hereunder shall be free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and constant with the established and generally accepted standards for material of the type ordered and in full conformity with the contract specifications, drawings or samples, if any and shall if operated properly.
  - (ii) This Warranty shall survive inspection or payment for and acceptance of the goods, but shall expire fifteen months after their delivery at ultimate destination in India or twelve months from the date of placing in service at ultimate destination in India, whichever shall be earlier except in respect of complaints/defects and/or claims notified to the Seller/Contractor within three months of such date. Any approval or acceptance by the Buyer of the Stores or of the material incorporated herein shall not in any way limit the sellers/Contractor's liability.
  - (iii) The Sellers/Contractor's liability in this respect of any complaints, defects and/or claims shall be limited to the furnishing and installation or replacement parts free of any charge or the repair of defective parts only to the extent that such replacements or repairs are attributable to/or arise from faulty workmanship or material or design in the manufacture of the stores provided defects are brought to the notice of sellers/contractors within three months of their being first discovered during the guarantee period of three months from the date of expiry of warrantee period or at the option of the Buyer to the payment of the value, expenditure damage as hereafter mentioned.
  - (iv) The Sellers/Contractors shall 'if required' replace or repair the goods or such portion thereof as rejected by the Buyer, free of cost at the ultimate destination or at the option of the Buyer, then Sellers/Contractors shall pay to the Buyer, value thereof at the contract price and such other expenditure and damages as may arise by reason on the breach of conditions herein specified.

- (v) All replacements and repairs that the Buyers shall call upon the Sellers/Contractor to deliver or perform under this warranty shall be delivered and performed by the Sellers/contractor within three months (Promptly and satisfactorily). If the Sellers/Contractor so 'desire/desires' the replaced parts can be taken over by their/him or their/his representative in India for disposal as they/he deem/deems fit within a period of three months from the date of replacement of goods/parts; At the expire of this period no claim whatsoever shall be on the buyer.
- (vi) The warranty therein contained shall not apply to any material which shall have been required or altered by the Buyer or on his behalf in any way without the consent of the Sellers/Contractor so as to effect its strength/performance or reliability or to any defect to any part due to misuse, negligence or accident.
- (vii) The decision of the Controller of Stores (Buyer) in regard to Seller's/Contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive.

### **ARBITRATION**

41. In the event of any question of dispute arising under these conditions or in connection with the contract (except as to any matters the Principle for decision of which is specifically provided for in these conditions) the matter in dispute shall be referred to two arbitrators. One to be nominated by the Chairman, Chennai Port Trust and one to be nominated by the Contractor or in the case of said arbitrators not agreeing, then to an umpire to be appointed by the arbitrators, in writing before proceeding on the reference and the decision of the arbitrators, or in the event of their not agreeing the decision of the said umpire shall be final and conclusive under the provisions of the Indian Arbitration Act 1940 and the rules there under, and any statutory modification thereof shall be deemed to apply to and be incorporated in the contract.

**Controller of Stores,  
Chennai Port Trust.**