



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3292074
Dated/दिनांक : 21-03-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	11-04-2023 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	11-04-2023 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Ports, Shipping And Waterways
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	Chennai Port Trust
Office Name/कार्यालय का नाम	Chennai
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	Manufacturing and supplying of 60 kg IU 1 in 8.5, tongue rail to suit 1 in 8.5 points & crossings 60k (Q3)
MSE Exemption for Years of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover	No
Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Estimated Bid Value/अनुमानित बिड मूल्य	2580300
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	52000

ePBG Detail/ईपीबीजी विवरण

Required	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

CHAIRPERSON

"In favour of The Chairman, Chennai Port Authority, payable at Chennai." No.1, Rajaji Salai, Chennai Port Authority, Chennai 600 001.

(The Chairman, Chennai Port Authority)

Splitting/विभाजन

Bid splitting not applied.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered

product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
31-03-2023 11:00:00	OFFICE OF THE MATERIALS MANAGER, II FLOOR, M AND EE DEPARTMENT, CHENNAI PORT AUTHORITY, CHENNAI 600 001.

Manufacturing And Supplying Of 60 Kg IU 1 In 8.5, Tongue Rail To Suit 1 In 8.5 Points & Crossings 60k (1 set)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Dhamodharan Krishnan	600001,RAJAJI SALAI	1	90

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

ASSISTANT MANAGER MATERIALS (RECEIPTS),
R & C DEPOT, CHENNAI PORT AUTHORITY,
GATE NO.10, OPPOSITE TO WAR MEMORIAL,
RAJAJI SALAI,
CHENNAI 600009.

2. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

3. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

4. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

N.B.CONDITIONS:

1. The manufacturer's test certificate /Test Certificate from Government approved lab shall accompany with supply. Otherwise the supply will not be accepted. Necessary testing charges should be borne by the supplier.

2.The supply should be made as per RDSO Drawing Number. necessary third party inspection certificate from RITES / RDSO should accompany the supply. The inspection charges should be borne by the supplier.

3.GUARANTEE CERTIFICATE / DATE OF SUPPLY:- Guarantee Certificate for trouble free working for a period of 18/12 months from the date of supply/installation shall be sent along with the supply. Otherwise the supply will not be accepted.

4.The CHPA's required delivery period is 90 DAYS from the date of purchase order.

5.Supply to be made at Chennai Port Authority inside harbour premises and

d stacking the same carefully as directed at site of work including all materials, labour, fuel, tools, equipment etc complete.

6. Supply will be subject to approval before acceptance.

7. No upward revision in price will be agreed to.

8. The rate quoted should be excluding GST and including transport, loading and unloading at Port Premises.

9. Payment terms: Within 30 days from the date of acceptance of supply.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा

जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



चेन्नै पत्तन प्राधिकरण
CHENNAI PORT AUTHORITY

MATERIALS MANAGEMENT DIVISION

TENDER NO. : MEE/T/GA/e-04/23/MM
BID SUBMISSION CLOSING DATE : 11.04.2023 AT 14.00 Hrs
TENDER OPENING DATE : 11.04.2023 AT 14:30 Hrs
EMD (Bid Security) : Rs.52,000/-

Pre bid meeting will be held on 31.03.2023 at 11.00 hrs. The bidders are requested to attend the pre bid meeting for clarifications about online bidding. Tenderers can download the Tender Documents from Website free of cost

**TENDER FOR THE
SUPPLY OF 60kg TONGUE RAIL
THROUGH GeM PORTAL (gem.gov.in)**

Chief Mechanical Engineer

CHENNAI PORT AUTHORITY (ChPA)
MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT

Materials Management Division
e-Procurement through GeM Portal

TENDER NO: MEE/T/GA/e-04/23/MM

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF TENDERER
TENDER SHALL BE SUBMITTED THROUGH ONLINE BIDS IN TWO COVER
SYSTEM

INSTRUCTIONS TO TENDERER

- 1)
 - i) GST Registered Tenderers are only eligible to participating the Tender.
 - ii) Tender / Bid shall be accepted through online mode and no manual submission shall be entertained.
 - iii) Tenderer is required to submit their tender through online in the form of Two Cover System on or before **due date of closing 11.04.2023 at 14:00 Hrs.** The tender received after the due date and time will not be entertained.
 - iv) Tender Document can be submitted online only in the designated two cover system on the Gem Portal (gem.gov.in) on or before the due date. The time of opening of technical bid will be on **11.04.2022 at 14:30 Hrs.**
 - v) Pre-bid meeting will be held on **31.03.2023 at 11.00 hrs.** The bidders are requested to attend the Pre- bid meeting for clarification about on line bidding.
 - vi) Tenderer should submit the tender as per specification indicated in Schedule-A and in accordance with the instructions to tenderer i.e., General Rules and Directions for the guidance of Tenderer, Special Conditions of Tender- Schedule-‘B’ and General Conditions of Contract – Schedule ‘C’.
- 2)
 - i) The amount of Earnest Money Deposit (Bid Security) is **Rs.52,000/-**
 - ii) Tenderers can down load the Tender Documents from Website free of cost. EMD (Bid Security) should be in the form of Account Payee Demand Draft / Fixed Deposit Receipt/ Banker’s Cheque / Bank Guarantee from any of the Commercial Banks / payment online in an acceptable form drawn in favour of “The Chairman, Chennai Port Authority” payable at Chennai. The original financial single instrument towards **EMD in sealed cover super scribed “EMD for Tender No. MEE/T/GA/e-04/23/MM SUPPLY OF 60 kg TONGUE RAIL THROUGH GeM PORTAL”** is to be sent to The Chief Mechanical Engineer, Materials Management Division, III floor, Chennai Port Authority, Rajaji Salai, Chennai-1 so as to reach this office on or before the closing date and time.
 - iii) Tenderers registered with Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department for the exemption of EMD (Bid Security) shall send scanned copy in accordance with the Condition No.11 (a) and (b) of General Rules and Directions for the guidance of Tenderer.

3) COVER – I DETAILS: TECHNICAL AND COMMERCIAL

This shall contain scanned copy of the following.

- i) Demand Draft / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee from any of the Commercial Bank / online payment for EMD (Bid Security).
- ii) In case of firms registered with MSME / NSIC shall submit copy of Certificate for exemption of EMD (Bid Security) as per Condition No:11(a) & (b) below
- iii) Documents required as per Pre Qualification Criteria such as proof of manufacturer / dealer, executed purchase order copies, relevant invoice copies /acceptance report etc as per SCHEDULE – A of the Tender Document.
- iv) Local content declaration & Self declaration as per Annexure-I to be provided on Rs.100/- Non-Judicial stamp paper.
- v) Format of certificate for tenders for works under Rule 144(xi) in the General Financial Rules (GFRs) 2017 as per Annexure-II.

Note :The cover-I containing original documents for (i), (iv) & (v) should be submitted physically before closing date of the tender addressed to The Chief Mechanical Engineer, Materials Management Division, Chennai Port Authority, Rajaji Salai, Chennai-1.

4) COVER – II DETAILS: PRICE BID (BOQ)

Price Schedule.

Price should be quoted in original Price Schedule (BOQ).

5) EVALUATION PROCESS:

A proposal shall be considered responsive if

- a. It is received by the proposed Due Date and Time.
- b. It is Digitally Signed.
- c. It contains the information and documents as required in the Tender document.
- d. Contains EMD (Bid Security) (wherever applicable).
- e. It contains information in formats specified in the Tender document.
- f. It mentions the validity period as set out in the document.
- g. It provides the information in reasonable detail (“Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by the Port Authority without communication with the Qualified Applicant). The Port Authority reserves the right to determine whether the information has been provided in reasonable detail.
- h. There are no significant inconsistencies between the proposal and the supporting documents.

- i. The Technical qualification conforms to as specified in the eligibility criteria of General rules and directions for the guidance of the Tenderer.
- j. A Tender that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (1) which affects in any substantial way, the scope, quality, or performance of the Tenderer, or (2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicants presenting substantially responsive bids.
- k. The Chennai Port Authority reserves the right to reject any Tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port Authority in respect of such Tenders.
- l. The Chennai Port Authority would have the right to review the Technical Qualification and seek clarifications wherever necessary.
- m. Financial evaluation will be based on the base price of the Rate quoted by the supplier / vendor excluding GST. However, in case the supplier / vendor is registered under Composition Scheme of GST and ITC benefit is not available for ChPA., then the evaluation will be made on the total price (i.e. Base price + Applicable GST) quoted by the bidder.
- 6) Since the tender involves selection based on pre-qualification criteria and technical specification, the Chief Mechanical Engineer will examine and seek clarification if any and list out the firms, which are found technically suitable and cover-II – Price bid of such tenders only will be opened and EMD will be returned to the disqualified tenderers. Hence, tenderers shall submit advance stamp receipt for return of EMD to the Disqualified tenders immediately.
- 7) The date and time will be intimated to tenderers whose offers are found suitable and cover-II of such tenderers will be opened on the specified time and date.
- 8) The tenderers should specifically note that they should send their offer in line with all conditions Covered in schedule A, B and General Rules and Guidance in all respects, so as to finalise the tender at the shortest period and also this will facilitate to return the EMD to the unsuccessful tenderers at the earliest. The offers with deviation in any of the conditions will be summarily rejected and no further correspondence regarding the clarification will be made after opening of the tender.
- 9) a) The price quoted by the tenderer must be firm and should hold good at least for 120 days from the date of opening of the Tender.
b) The successful Tenderer has to produce original documents for verification before placement of order.
- 10) The person whose tender or any portion of whose tender is accepted he 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 a Security of 3% of the total value of the contract as mentioned below.

- (i) Tenderer shall furnish Security Deposit (Performance Security) in the form of Account Payee Demand Draft / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee from any of the Commercial Bank / online payment and in the event of the security deposit exceeding Rs.5 Lakhs, the total amount or the amount in excess of Rs.5 Lakhs be deposited, in the form of Bank Guarantee issued by any Scheduled Bank / Nationalized Bank enforceable and encashable at Chennai.
- (ii) The deposits in any manner suggested above shall be to the extent of 3% of the total amount of the accepted tender towards security for the due fulfillment of the conditions of Contract and Tenderer must execute an agreement in the form here to annexed.
- (iii) GUARANTEE BOND shall be executed in the form hereto annexed within 30 days from the date of execution of the agreement, failing which the agreement is liable to be treated as null and void. On receipt and acceptance by the Board of full deposit in any manner aforesaid and on execution of agreement 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 of un-successful Tenderers Earnest Money will be returned as soon as possible after the final decision of awarding the contract.
- (iv) The EMD amount of successful tenderer will be adjusted towards the security deposit only on the request furnished by the successful tenderer in writing for the particular tender only.

Alternatively, the successful Tenderer shall where his tender is accepted furnish security as specified above for 3% of the value of the contract after giving a credit to the amount deposited by him as Earnest Money. The Earnest Money shall retain its character as such till the agreement is signed by the Tenderer and the Security Deposit is accepted by the Board.

- 11)(a) 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 Authority and as such firms who are registered as an approved supplier are required to pay the Earnest Money Deposit to participate in this tender in accordance with clause No.2 above. No relaxation with regard to payment of Earnest Money Deposit and Security Deposit will be made on the ground that the Tenderers are on the approved list of D.G.S. & D. Railways etc. However, tenderers registered with Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from the payment of EMD (Bid Security) provided a Photo copy of the Certificate from the registering authority. No relaxation is allowed with regard to payment of Security Deposit (Performance Security).
 - (b) The MSME, NSIC etc. certificates required to be submitted as per the condition above should contain all the items in the Tender and even if any one of the tendered item is not covered in the Certificate, the offer is liable for rejection. Since the permanent certificate issued is stated to be valid for a period of 2 years only from the date of issue and in such cases validated certificate copy in the manner prescribed should be submitted along with the quotation.
- 12) Whereas a person whose tender has been received on behalf of the board intimates the Chief Mechanical Engineer that he is not willing to abide by the terms of the Tender, or

goes behind the clarification made before the Chief Mechanical Engineer or the Tender Committee appointed to scrutinize the Tender in respect of the terms of the Tender or withdraws the tender before receipt of final acceptance where a person whose tender has been accepted fails

- a) to execute an agreement in such form as aforesaid in respect of all goods or materials for which the tender is accepted within 10 days of such acceptance is made known to him

(or)

- b) to furnish the Guarantee Bond within the prescribed time, the Earnest Money deposited by such persons shall be forfeited and in case the contract is liable to be cancelled or the agreement if executed is liable to be treated as null and void.

Further the Tenderer undertakes if his tender is accepted to enter into and execute when called upon to do so an agreement with such modification 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 Authority and the Contractor.

- 13) The cost of stamping agreement must be borne by the successful Tenderer.
- 14) The Chief Mechanical Engineer does not bind himself to recommend for acceptance of 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.
- 15)
 - (i) Only such vehicles as are licensed by the Board will be permitted to enter into the Chennai Port Authority.
 - (ii) Tenderers should obtain Harbour Entry Permit to gain entry into the Port's premises, if necessary, by following the below procedure :
 - a) Free Harbour Entry Permit (HEP) is obtained through **ONLINE** only. Requisition for HEP should be sent well in advance to MM Division by a letter or email address: mmhep@chennaiport.gov.in with details - i) Firm's Name ii) Mobile No., iii) e-mail address, iv) Purpose with Chennai Port Authority's Purchase Order v) HEP for No. of Persons/ Vehicles/ Drivers.
 - b) On receipt of above details to mmhep@chennaiport.gov.in, MM Division will process the request for Harbour Entry Permit. A message with link and Gate pass-id will be sent to your registered e-mail automatically. By using the link received, the requisite documents are to be scanned and uploaded duly entering the date of HEPs required with No. of persons/vehicles/ Drivers. After processing the request, approval message with a link will be sent again to firm's e-mail address from Traffic Manager (Pass Section).
 - c) Again the link in your e-mail may be utilised for taking print-out copy of Harbour Entry permit with QR code for entering inside Harbour premises.
- 16) Tenders will be opened at the Office of the Materials Management Division, III Floor, Old Administrative Building (Annexe), Chennai Port Authority, Rajaji Salai, Chennai-600 001

immediately after the closing time mentioned in the advertisement those who have paid the Earnest Money including those exempted.

- 17) The Tenderer shall clearly state in his tender the foreign exchange involved if any and if so the country currency and those of the principals involved. "The Tenderer shall also furnish details of credit facilities that could be made available".
- 18) The **Telegraphic/Telex/Fax/E-Mail** offers will be treated as **defective**, invalid and rejected. Only detailed complete offers received through online prior to closing time and date of the tenders will be taken as valid.
- 19) 100% payment will be made within 30 days from the date of acceptance of supply. To make payment through ECS, furnish the following details :
 - a) GSTIN No.
 - b) PAN No.
 - c) Mobile No
 - d) e-mail id
 - e) Name of the Bank and Branch details
 - f) Account Number (Bank account shall be linked with Aadhar Card for effecting payment)
 - g) MICR Number and IFSC code
 - h) Type of Account
- 20) The contract will be finalized on individual item basis. If there is specific mention in the Schedule 'A' of this document to the effect that all the items will be taken together for evaluation purpose and contract will be finalized on single supplier, then this clause becomes nullified.
- 21) 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.
- 22) The bidders shall disclose any payments made or proposed to be made to any intermediaries (agent etc.) in connection with the bid.
- 23) Any misrepresentation of facts (or) furnishing false information by the tenderer are liable to be blacklisted, declaring them ineligible for a stated period of time.

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT AUTHORITY**

CHENNAI PORT AUTHORITY
Materials Management Division
M & EE Department

SCHEDULE 'A'

SCHEDULE OF SPECIFICATION
TENDER FOR THE SUPPLY OF TONGUE RAILS

Sl.No.	ItemCode	Item Description	UOM	Quantity
1.	X7311009	<p>Manufacturing and supplying of 60 kg IU 1 in 8.5,tongue rail to suit 1 in 8.5 points & crossings 60kg fan shaped curved switches with accessories as per RDSO No.T-4966 as amended up to date including handling, loading from the casting yard transporting, unloading and stacking in the CH.P.A. inner Harbour area as directed, including all labours, materials, tools and tackles, plants and equipment's, transport, fuel etc., complete.</p> <p>One Set Consists of</p> <p style="margin-left: 40px;">a) Right turnout tongue rail 10 Nos</p> <p style="margin-left: 40px;">b) Left turnout tongue rail 10 Nos</p> <p style="margin-left: 40px;">c) Straight (right) Tongue rail 5 Nos</p> <p style="margin-left: 40px;">d) Straight (left) Tongue rail 5 Nos.</p> <p>TONGUE RAIL SHOULD BE MADE FROMT-12 RAIL OF IRST-12 GRADE -880.</p>	SET	1

Pre-qualification criteria.

1. The Tenderers shall be suppliers of **RAILWAY TRACK** materials.
2. The Tenderers should have supplied railway trackmaterials for the value of:
 - (I) A single order of Rs.20.64 Lakhs and above (or)
 - (II) Two orders of Rs. 12.90 Lakhs each (or)
 - (III) Three orders of Rs.10.32 Lakhs each

during the last 5 years as on the date of tender opening. (The above values are excluding of GST).

Necessary purchase order copies and invoice copies/acceptance report from the purchaser should be furnished in Cover –I for having executed the order.

N.B.CONDITIONS:

1. The manufacturer's test certificate /Test Certificate from Government approved lab shall accompany with supply. Otherwise the supply will not be accepted. Necessary testing charges should be borne by the supplier.
- 2.The supply should be made as per RDSO Drawing Number. Necessary third party inspection certificate from RITES / RDSO should accompany the supply. The inspection charges should be borne by the supplier.

3. GUARANTEE CERTIFICATE / DATE OF SUPPLY:- Guarantee Certificate for trouble free working for a period of 18/12 months from the date of supply/installation shall be sent alongwith the supply. Otherwise the supply will not be accepted.

4. The CHPA's required delivery period is 90 DAYS from the date of purchase order.

5. Supply to be made at Chennai Port Authority inside harbour premises and stacking the same carefully as directed at site of work including all materials, labour, fuel, tools, equipment etc complete.

6. Supply will be subject to approval before acceptance.

7. No upward revision in price will be agreed to.

8. The rate quoted should be excluding GST and including transport, loading and unloading at Port Premises.

Chief Mechanical Engineer,
Chennai Port Authority.

CHENNAI PORT AUTHORITY

SCHEDULE – ‘B’

SPECIAL CONDITIONS OF TENDER AND SUPPLY.

- 1)
 - a. The prices quoted for each goods shall be mentioned with its Description of goods, HSN Code, Unit of measurement, price per unit of measurement, rate of applicable SGST / CGST / IGST in percentage only.
 - b. The prices quoted for each service including insurance, packing & forwarding and any other expenses involved in the execution of the contract or supply of goods or services or both as per the tender conditions shall be mentioned with its description of service, Service accounting code (SAC), Unit of Measurement, Price per unit of measurement, rate of applicable SGST / CGST / IGST with percentage only.
 - c. The Contractor / Vendor /Supplier of goods or service or both shall quote the GSTIN of Chennai Port Authority in their Tax invoices issued under GST Acts.
 - d. The firm shall furnish Tax Invoice as per GST Rules in the name of Chennai Port Authority (our GSTIN - 33AAALC0025B1Z9), by mentioning firm's GSTIN and indicating the amount of GST with percentage separately.
 - e. Applicable statutory recoveries including TDS under Income Tax, TDS under GST, etc. will be deducted / recovered while accounting for or making payments to the Contractor/ Supplier/Vendor as per applicable laws.
 - f. Tenderer should furnish declaration for each item with HSN Code and confirm whether the quoted item is covered under Input Tax Credit (ITC) or not. In case of the supplied item / Services/ Contract is not eligible for Input Tax Credit, the GST amount claimed in your Invoice will not be withheld.
 - g. The rate quoted by the Supplier/Vendor shall be inclusive of all Taxes and Duties other than GST. Applicable GST in percentage shall be mentioned under GST rate column. Even, if the bidder mention higher/lower rate of GST, applicable GST as per the GST Act/Provisions will be reimbursed to the firm by the ChPA against the Invoice.
 - h. TDS U/s 194Q @0.1% will be deducted on the sale consideration of the goods at the time of credit or payment to the seller, wherever applicable. If PAN of seller is not provided to buyer, TDS @5% will be deducted.

2. Bidders - Eligibility and Preferential Policies

A. Provisions of Public Procurement (Preference to Make in India) OM No. order OM No.P-45021/2/2017-PP(BE- II) dated 16.09.20

- i. The Provisions contained in Public Procurement (Preference to Make in India) Order 2017 as amended by OM No.P-45021/2/2017-PP(BE-I1) dated 16.09.2020 further as amended from time to time if any, shall be applicable to this tender.
- ii. The margin of purchase preference applicable is 20% or as decided by the relevant Nodal Ministry for the item from time to time.
- iii. The minimum local content for Class I and Class II local suppliers shall be 50% and 20% respectively or as decided by the relevant Nodal Ministry for the item
- iv. Procurements where the estimate value is less than Rs.5.00 lakhs shall be exempted from this order.
- v. Verification of local content:
 - a. **For procurement value upto Rs.10.00 crores:** The Class I local supplier/ Class II local supplier at the time of tender, bidding or solicitation shall be obliged to indicate percentage of local content and provide Self-Certification (as per the format enclosed) that the item offered meets the local content requirement for Class I local supplier/ Class II local supplier as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. **For procurement value above Rs.10.00 crores:** The Class I local supplier/ Class II local supplier at the time of tender, bidding or solicitation shall be required to provide certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

The Tenderer shall submit the Declaration as per Annexure-I in the Technical Bid.

B. Restrictions under Rule 144 (xi) of General Financial Rules 2017 (order Public Procurement No.1) of DOE, Public Procurement Division, No.F.No.6/18/2019-PPD) dated 23.07.2020) and amendments / clarifications issued subsequently by DOE.

The provisions contained in Order (Public Procurement No.1 of DOE, Public Procurement Division No. F.No.6/18/2019 PPD) dated 23.07.20 and as amended /clarified from time to time shall be applicable to this tender.

- i) Any bidder from a country which shares a land border with India will be eligible to bid against the tender only if the bidder is registered with the Competent Authority specified in Annexure II of Order (Public Procurement No. 1) dated 23.07.2020.
- ii) "Bidder" (including the term tenderer, 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons or firms or companies), every artificial juridical person falling in any of the descriptions of bidders stated herein

before including any agency branch or office controlled by such person, participating in procurement process.

- iii) "Bidder from a country which shares a land border with India" for the purpose of this order means:
- a. An entity incorporated, established or registered in such country: or
 - b. A subsidiary of an entity incorporated, established or registered in such a country: or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country : or
 - d. An entity whose beneficial owner is situated in such a country: or
 - e. An Indian (or other) agent of such an entity: or
 - f. A natural person who is Citizen of such a country: or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

iv) The beneficial owner for the purpose of (iii) above will be as under :

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a) "Controlling ownership interest" means ownership of or entitlement to more than twenty five percent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint majority of the directors or to control the management or Policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- v. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
- vi. [To be inserted in tenders for works contracts, including turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a Country which shares a land border with India; I certify that this bidder is not from such a country, or if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached]

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a Country, has been registered with the Competent Authority and will not sub-Contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached]

Model Certificate for GeM:

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country, or if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfils all requirements in this regard and is eligible to be considered for procurement on GeM [where applicable, evidence of valid registration by the Competent Authority shall be attached]

Tenderers shall submit Declaration as per Annexure II in their technical bid.

C. Support/ Preferential Treatment to Micro & Small Enterprises (MSEs):

In order to extend the benefits to Micro and Small Enterprises, as envisaged in the Public Procurement Policy 2012, the following conditions are incorporated for Procurement of materials including supply, installation & commissioning tenders and Annual Maintenance Contracts.

- a. “In the tender, participating Micro & Small Enterprises quoting price is within the price band of L1 +15% shall be allowed to supply portion of requirement by bringing down the price to L1 price in a situation where the L1 is from someone other than Micro & Small Enterprise and such MSEs shall be allowed to supply up to 25% of the total tendered value.
 - b. Out of 25%, 4% shall be earmarked for procurement from MSEs owned by SC/ST Entrepreneur. Provided that in the event of failure of such MSE’s to participate in the tender process or meet the tender requirements and L1 price, 4% sub-target for procurement earmarked for MSEs owned by SC/ST Entrepreneurs shall be met from other MSEs.
 - c. A minimum of 3% Reservation for MSEs owned by women, shall be provided within the above mentioned 25% reservation.
 - d. All MSEs shall submit a MSME/NSIC Certificate etc. indicating the category such as SC/ST/Women Entrepreneur etc., so as to avail the benefits”.
 - e. The above facility is applicable only where it is possible to split the quantity among the bidders.
 - f. Kindly refer Annexure-III for list of items reserved for purchase from Small Scale Industrial units.
- 3) In the event of the award of contract, the consignment shall be booked in the name of Deputy Materials Manager(Depots), Chennai Port Authority, Chennai – 600 009.
 - 4) The basic prices quoted for the materials offered shall be firm and not subject to any variation at any stage till the completion of the Contract in all respects. This must be clearly stated in the Tender to avoid correspondence.
 - 5) The goods offered shall conform to relevant BIS specification wherever applicable. It must be specifically confirmed in the tender whether the goods will be supplied with ISI mark or not.
 - 6) Name of the manufacturer of the goods offered shall be specifically stated and the manufacturer’s Test Certificate should accompany the supply.
 - 7) **The goods shall be guaranteed for a satisfactory performance for a period of 18 months from the date of supply or 12 months from the date of installation which ever is earlier. A guarantee certificate to that effect should be sent along with the supply.**
 - 8) The time of delivery is important and the preferred delivery period is as indicated in Schedule - ‘A’.
 - 9) The supplier shall give a programme of the proposed supply of the materials tendered during the total contract period and get it approved by the Chief Mechanical Engineer. In case of Delay in the supply, the Chief Mechanical Engineer shall issue to the

supplier a memo in writing, pointing out the delay in the supply and calling upon the supplier to explain the cause for the delay within 3 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 part. The supplier may appeal to the ChPA's 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 supplier. If the Security Deposit or any part thereof is forfeited by an order of the Chief Mechanical Engineer and such order becomes final, the supplier 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 Terminate the contract.

10) This clause is applicable where value of purchase order exceeds Rs.1 Lakh.

a) Where the delivery period is less than 4 weeks.

If the supplier fails to complete the supply in all respects within the period specified or within such extended period as may be allowed by Chief Mechanical Engineer, the supplier shall pay or allow The Board of Major Port Authority of the Chennai Port a sum equivalent to 1% of the value of the unfulfilled portion of the purchase order price per day, subject to a maximum of 10% of the value of the unfulfilled portion of the purchase order as Liquidated Damages / Late Delivery Charges.

b) Where the delivery period is more than 4 weeks

If the supplier fails to complete the supply in all respects within the period specified or within such extended period as may be allowed by Chief Mechanical Engineer, the supplier shall pay or allow The Board of Major Port Authority of the Chennai Port a sum equivalent to ½ % of the value of the unfulfilled portion of the purchase order price per week (7 days) or part thereof, subject to a maximum of 5% of the value of the unfulfilled portion of the purchase order as Liquidated Damages/Late Delivery charges.

c) In case of part supply, the calculation of Liquidated Damages will be restricted to the incomplete/ undelivered value of supply order subject to the amount of maximum percentage prescribed in the Liquidated Damages/Late Delivery Charges of the total value of the order.

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

e) If the supplier has delayed/not supplied after giving due notice, the supply order will be cancelled and any additional expenditure incurred by the ChPA in procuring such material will be recovered from the supplier for non performance/ delay in execution of the supply from the money due or belonging to the supplier with the Board.

11) The supply shall be subject to inspection by the Chief Mechanical Engineer or his representative at the Chennai Port Authority Stores or at the firm's works by ChPA's

Engineer before dispatch and his decision as to the acceptance or rejection of any materials as not conforming to specification and or approved sample shall be final and binding on the tenderer. Such of the materials as are rejected shall be removed by the Tenderer at his own expense and replaced by fresh ones within a reasonable time.

- 12) The Contractor's bill for the supply will be passed for payment and the Contractor will be paid the amount due to him towards the supply of the materials within 30 days. The Contractor shall send an advance stamped receipt along with the bill to avoid delay in payment, failing which the bill will be returned to the Contractor.
- 13) 50% (Fifty percent) of the amount deposited by the Contractor as Security amount under the contract will be refunded after acceptance of the full quantity, the balance 50% being held as deposit until the completion of the Guarantee period specified in clause (6) above. If any defects in the goods are noticed during the guarantee period which in the opinion of the Chief Mechanical Engineer are due to bad materials, defective workmanship, the contractor will be required to replace the goods free of cost to the ChPA as the Chief Mechanical Engineer deems necessary or in the event of the tenderer failing to do this within a reasonable time, the Chief Mechanical Engineer may arrange for such repairs to be done and deduct the cost thereof from the amount that may have been spent in excess of the deposit or collect the cost thereof from the guaranteeing bank before discharging the Guarantee Bond without prejudice to the recovery of any amount that may have been spent in excess of the amount recoverable as per the guarantee bond directly from the Contractor.
- 14) It must be clearly understood that the price quoted in the tender are to include everything required to be done by the specification and the conditions of tender and supply for the proper completion of supply although special mention thereof may have been omitted in the specification.
- 15) In the case of tenderer proposing to furnish Bank Guarantee towards security deposit, the same shall be executed within thirty days from the date of execution of the agreement, failing which the contract is liable to be treated as null and void and the Earnest Money deposited by the Tenderer shall be forfeited. The name of the Bank from whom the Bank Guarantee will be furnished may be indicated in the tender itself or immediately on receipt of the Tender acceptance letter to proceed further with the execution of Agreement. While furnishing the Bank Guarantee, it may be noted that such guarantee issued by any Nationalized/Scheduled Bank in Chennai City, enforceable and encashable at Chennai alone will be accepted. Any deviation to this will not be accepted under any circumstances.
- 16) Payment for the supplies made and accepted will be arranged only after the acceptance of Bank Guarantee Bond, however, the Chief Mechanical Engineer at his discretion can arrange payment for supplies received and accepted, pending receipt of Bank Guarantee after deducting the sum equivalent to the Security Deposit from the firm's bill.

- 17) The Tenders should be complete in all respects so as to enable a decision being taken without calling for clarification on technical aspects or on terms and conditions. If the tenders are incomplete the offer is likely to be bypassed.
- 18) If the tenderer intends to deviate from the above terms of specification or schedule to any extent or to stipulate any special conditions of supply, he must clearly state them in the tender.
- 19) The Chief Mechanical Engineer reserves the right to increase or decrease the quantity to the extent of 25% before completion of contract.

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT AUTHORITY**

CHENNAI PORT AUTHORITY

SCHEDULE – ‘C’

GENERAL CONDITIONS OF CONTRACT

- 1) The goods or materials to be supplied by the contractor shall be of the quality or sort specified and in every respect equal and answerable to the patterns of samples sent with the tender and shall be subject to the approval of the Chief Mechanical Engineer.
- 2) The goods or materials are to be delivered at specified place in the ChPA's premises in Chennai or elsewhere in Chennai free of charges to the Board and at the Contractor's risk, in such quantities or numbers at such time and in such manner as the Chief Mechanical Engineer shall from time to time order. The delivery of goods or materials must be completed within such period the period as may be laid down by the Chief Mechanical Engineer. The Contractor shall be at liberty to apply to the Chief Mechanical Engineer within the above period for the extension of time for compliance with an order and the Chief Mechanical Engineer may at his discretion grant such extension as he may deem fit. The decision of the Chief Mechanical Engineer on this point shall be binding on the Contractor.
- 3) Delivery of goods or materials will not be considered complete until such goods or materials have been inspected and passed at the place specified for delivery by the Chief Mechanical Engineer.
- 4) Rejected goods or materials shall be removed by and at the expenses of the Contractor within seven days after notice shall have been given of the rejection. If not so taken away, the Chief Mechanical Engineer may seize the goods or materials to be removed and charge the Contractor with all expenses incurred in such removal.
- 5) The Contract or any part share or interest in it shall not be transferred directly or indirectly to any person whomsoever without the written consent of the Board.
- 6) It shall be lawful for the Chief Mechanical Engineer without giving any notice to the Contractor, to purchase in the open market any goods or materials Covered by the Contract and if such goods or materials are not available to purchase suitable substitute as to which the decision of the Chief Mechanical Engineer shall be final and binding on the Contractor in the event of the Contractor.
 - i) Having delivered goods or materials not of the contracted quality.
 - ii) Having failed to supply goods or materials within the time specified.
 - iii) Having refused or being unable to supply goods or materials Covered by contracts either in whole or in part.

The Contractor shall be liable for any excess in the price paid for such purchase over the contract price and the Chief Mechanical Engineer shall have right to deduct any such excess from the money due or belonging to the contractor with the Board.

- 7) In the event of the breach of any of the provisions of contract by the contractor, the Board shall have the right to terminate the contract summarily.

- 8) In the event of the Board terminating the Contract for breach by the Contractor of any of the provisions thereof the Contractor shall be liable for any loss suffered by the Board up to the time of the termination of the Contract and for any further loss which the Board may suffer during the remainder of the period originally Covered by the contract.
- 9) In the event of the death, insanity insolvency of the Contractor, the Board shall have the right to terminate the contract summarily and to purchase in the open market any goods or materials Covered by the Contract. In this case, the contractor shall not be liable for any excess in the price paid, such purchase over the contract price.
- 10) With every delivery of goods or materials under this contract invoices in duplicate shall be sent by the Contractor to the Receiving Officer who will retain the original copy with him and return the duplicate copy to the Contractor with the actual quantities weights and/or number duly acknowledged thereon after the goods or materials have been inspected and passed as per clause therein before mentioned.
- 11) The Contractor shall submit to the Chief Mechanical Engineer by the first week of every month one single bill for the goods or materials supplied by him under his contract as per invoice, weights or numbers acknowledged by the receiving officer during the previous month with the cost of each article correctly calculated and claimed in the bill at the rates agreed upon under this contract, where upon the bill will be scrutinized and payment made by the Board's Financial Adviser and Chief Accounts Officer ordinarily within one month from the date of receipt of bill.
- 12) It is agreed that should the amount of duty payable on any goods or materials under this contract be increased during the period of this contract whether such increase or decrease shall be on the Board's account and the Contract rate amended accordingly for all deliveries made by the Contractor under this contract from stock on which revised duty has actually been paid.

It is hereby further agreed that any increase or decrease in Port charges on any goods or materials or in taxation during the period of contract which shall affect any goods or materials to be supplied here under shall like wise produce on increase or decrease on the contract price of goods or materials affected thereby of which delivery is given on or after the date of the said increase or decrease.

- 13) Any notice to the Contractor shall be deemed to be sufficiently served, if given or left in writing at his usual or latest known place of abode or business.
- 14) Upon the complete fulfillment of this Contract by the Contractor to the satisfaction of the Board the amount deposited by the Contractor, as security for the due fulfillment of this contract will be returned to him less the amount if any due by the contractor to the Board. If however, the security shall be made up by a Guarantee Bond executed by a Bank, on behalf of the contractor it will be discharged and returned to the Bank, after collecting amount if any due by the Contractor to the Board.

- 15) In these conditions unless there is something in the subject or context inconsistent there with words importing the singular shall include the plural and vice-versa words importing the masculine gender shall include the feminine and the words importing persons shall include bodies corporate.
- 16) The contract is liable for cancellation if either the contractor himself or any of his employees 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 retirement accepted without obtaining the previous permission of the Board or of the Chairman, as the case may be an employment as contractor for or in connection with the execution of public works, or as an employee of such contractor.
- 17) If any contract is terminated on account of failure of the contractor 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 regards to the inconvenience caused to the ChPA on account of such termination without prejudice to the ChPA's right to proceed against such offence.
- 18) The Contractor shall be solely responsible for reporting to the Board and Police Departments, Security Force immediately regarding any serious or fatal accidents at any place belonging to the Board including premises leased by the Board.

CONTRACTOR.

MEMORANDUM OF AGREEMENT made this.....day of
Between the Board of Major Port Authority of the Chennai Port (a body Corporate) under Major Port Authority Act 2021 as amended from time to time hereinafter called the Board of the one part and M/s ,hereinafter called the “Contractor” of the other part.

Whereas the Board is desirous of Purchasing certain goods or materials viz.,
and has drawn up a schedule of specifications Schedule A and Schedule of special conditions of supply – Schedule “B” and whereas the Contractor has agreed to supply the goods or materials referred to in Schedule “A” at the rates noted therein and subject to the Schedule of special conditions of contract Schedule “C” hereinafter referred to as ‘the said conditions and as Security for the due fulfillment of all conditions of this contract has Deposited with the Board a sum of Rs /- (Rupees.....
.....
Only) by Demand Draft/Bankers’ Cheque / has agreed to produce to the Board Bank Guarantees in the Boards’ prescribed form for Rs/- (Rupees.....
.....
Only) from the

Now it is hereby agreed to as follows:

1. In consideration of the sum to be paid at the time and in the manner set forth in said conditions the Contractor will upon and subject to the said conditions supply the goods or materials described in Schedule “A” with such variations as provided for in the said conditions.
 2. The terms “Chief Mechanical Engineer” in the said conditions shall mean the officer appointed by the Board with the approval of Government to be in charge of the Board’s Materials Management Division.
 3. The said conditions shall be read and construed as forming part of this agreement and the parties hereto will respectively abide by submit themselves to the conditions and stipulation and perform the agreement on their parts respectively.
1. i) 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 the materials used in manufacturing the materials ordered or any matter arising out of or relating to the specifications designs and drawing and instructions concerning the materials ordered. In no case shall the supply of the whole quantity or outstanding part quantity be stopped consequent on such a dispute arising and the supply shall be carried out by the contractor strictly in accordance with the instructions of the Chief Mechanical Engineer.
 - ii) If the Contractor claims (a) a decision or the instructions of the Chief Mechanical Engineer is unjustified and that in pursuance of that claim he is entitled to insist upon the Chief Mechanical Engineer for acceptance of any rejections in supply (b) extra payment on account of statutory levies, extra freight excess quantities variation in freight and (c) For payment for damaged

goods withheld he shall forthwith notify this to the Chief Mechanical Engineer to record his decision and the reasons therefore in writing and shall within two weeks stake his claim in writing to the Chief Mechanical Engineer.

The Chief Mechanical Engineer shall thereafter within four weeks of receipt of the claim reply to the points raised in the claim, unless resolved by negotiations or discussions immediately thereafter within a further four weeks the questions of liability for such payment will be treated as one of the disputes.

iii) In the contract wherever there is discretion of exercise of will by the Chief Mechanical Engineer prior to or in the course of supply the mode or manner of exercise of discretion by the Chief Mechanical Engineer shall be final.

iv) Wherever the Board or Chairman is given discretion to act under the Contract, the exercise of the discretion by the Board/Chairman, shall be final, conclusive and binding on all parties.

IN WITNESS WHEREOF THE PARTIES HEREIN TO SET THEIR hands and seals the date and year first above written.

The Common seal of the Board
of Major Port Authority of the Chennai Port
Represented by the Chairman were
here unto Affixed and

Chief Mechanical Engineer
CHENNAI PORT AUTHORITY

The Signature is made on behalf of and by authority from the Chairman of the Board of Major Port Authority of the Chennai Port Under Sec 24(2) of the Major Port Authority Act 2021.

Shri.

The Chief Mechanical Engineer
has set his Hands here unto
in the presence of

Signed and sealed by the Contractor
In the presence of Witness (Name and Address)

CONTRACTOR

1.

2.

WHEREAS M/s. _____

_____ with its Registered Office at _____

_____ Have approached the Board of Major Port Authority of the Chennai Port (herein after called the Board) to exempt M/s. _____ (herein after called the Contractors) from the demand under the terms and conditions of the Agreement to be executed in pursuance of the terms and conditions of the letter of indent made by the Chennai Port Authority and the Contractor of security deposit of Rs. _____ for the _____ herein after called the said agreement and the due fulfillment thereof on production of Bank Guarantee encashable at Chennai _____ branch office.

Whereas the Board has agreed to accept a Bank Guarantee towards security deposit we, the _____ hereby unconditionally guarantee payment of the said amount of Rs. _____ to be paid without any demur to the Board by M/s. _____

Trust on a mere demand from the Board 12(a) and (b)

Notwithstanding what is stated herein above our liability under this guarantee shall not exceed Rs. _____ (Rupees _____) at any time and no liability shall arise under this guarantee for claims made after _____ dated _____ at Chennai this _____ day of _____.

ANNEXURE-I

Local content Declaration & Self Certification as per the Government of India Order towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020)

(TO BE PROVIDED ON Rs.100/- NON- JUDICIAL STAMP PAPER)

I, _____ (Name of the Person(s), S/o. _____ at _____ (Address), working as _____ (Designation and name of the firm / Company / partnership/ Joint venture), and I have been authorized to sign the Declaration / Self-Certification on behalf of firm / Company /partnership/ Joint venture do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP(BE-II) (revised) Dated. 16.9.2020.

That the information furnished hereinafter is correct to be of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated for the purpose of assessing the Local Content.

That the local content for all inputs which constitute the said equipment has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value addition norms based on the assessment of an authority so nominated for the purpose of assessing the Local Content, action will be taken against me as per the notification P-45021/2/2017-PP (BE-II), (revised) Dated.16.9.2020.

I agree to maintain the following information in the company's record for a period of 8 years and shall make this available for verification to my statutory authority.

The Details of the location(s) at which the local value addition is made

- i. Name and details of the Domestic manufacture
- ii. Date on which this certificate is issued
- ii. Product for which the certificate is produced
- iv. Percentage of local content.

Signed by me at _____ on _____

Authorized signatory
(Name of the Firm entity)

Annexure-II

Format of Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017

To
(Name and address of Tender Inviting Authority)

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

Dear Sir.

Ref: Your Tender No. _____ dated _____

I/We the undersigned, _____ (full name), do hereby declare, in my capacity as _____ of M/s. _____ (name of bidder entity), that:

1. I have read the Orders (Public Procurement No. 1,2 &3) dt 23rd July 2020 & 24th July 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rule (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India.

2. I/we certify that M/s. _____ (name of bidder entity)

a) **is not from such a country**, I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. OR,

b) **is from such a country** (strike out whichever is not applicable), and has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached)

3. I / We the Bidder agree and undertake that if the contract is awarded to us, we will not sub-contract or outsource any work and / or any part thereof to a contractor from such countries, unless such contractor is registered with the Competent Authority and proof of same is obtained. I / we hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered and I/ We submit the proof of registration herewith

[Wherever applicable, evidence of valid registration by the Competent Authority shall be attached]

4. I understand that the submission of incorrect data and / or if certificate / declaration given by M/s. _____ (name of bidder / entity) found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFR's), 2017.

5. This declaration cum undertaking is executed by us through our Authorized Signatory/ies after having read and understood the Office Memorandum and Order (Public Procurement No.1,2,3) dated 23rd and 24th July 2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India including the words defined in the said order which shall have the same meaning for the purpose of this declaration cum undertaking.

Executed at _____ on this the _____ day of _____.

By Authorised Signatory

(Signature and Name)
Seal of the Bidder

- Note : Where applicable, evidence of valid registration by competent Authority shall be attached.

TENDERS



CHENNAI PORT AUTHORITY **Materials Management Division**

e-Tender is invited for

1. Purchase of 116 items of Generic Medicines.
For further details/corrigendum, if any, Visit

www.chennaiport.gov.in

www.eprocure.gov.in

2. Purchase of Tongue Rails through GeM. For
further details/corrigendum, if any, Visit

www.chennaiport.gov.in

www.gem.gov.in

Chief Mechanical Engineer