



CHENNAI PORT AUTHORITY

e-TENDER No. MEE / 26 / 2023 / Dy.CME (MP&OH)

e- TENDER

FOR

SUPPLY OF LABOUR MEN MAZDOOR TOTAL 720 MANDAYS TO ATTEND THE WORK OF EARTH EXCAVATION, ASPHALT CUTTING, CONCRETE CUTTING, REFILLING, SLAB REMOVAL AND REFIXING OF CAST IRON / CONCRETE MATERIAL AT VARIOUS PLACES INSIDE AND OUTSIDE CHENNAI PORT PREMISES FOR MAINTENANCE OF WATER SUPPLY FOR A PERIOD OF TWO YEARS UNDER TWO COVER SYSTEM.

THROUGH e-Procurement WEBSITE

e-procure.gov.in

Last date of Bid Submission : 30.05.2023 @ 14.30 Hrs

Online Bid Opening Date : 31.05.2023 @ 15.00 Hrs

Earnest Money Deposit (EMD): Rs.13,060/-

CHENNAI PORT AUTHORITY

TENDER No. MEE/ 26 /2023/Dy.CME (MP&OH)

e-TENDER FOR SUPPLY OF LABOUR MEN MAZDOOR TOTAL 720 MANDAYS TO ATTEND THE WORK OF EARTH EXCAVATION, ASPHALT CUTTING, CONCRETE CUTTING, REFILLING, SLAB REMOVAL AND REFIXING OF CAST IRON / CONCRETE MATERIAL AT VARIOUS PLACES INSIDE AND OUTSIDE CHENNAI PORT PREMISES FOR MAINTENANCE OF WATER SUPPLY FOR A PERIOD OF TWO YEARS.

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EMD : Rs.13,060/-

Tender Document can be submitted online only in the designated two cover system on the e-tender website **eprocure.gov.in** on or before the due date and time. The time of opening of technical bid will be on **31.05.2023 @ 15.00 Hrs.**

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT AUTHORITY**



CHENNAI PORT AUTHORITY
No.1, Rajaji Salai, Chennai – 600 001.

NOTICE INVITING ONLINE TENDER

TENDER No. MEE/ 26 /2023/Dy.CME (MP&OH)

Sub: “e-TENDER FOR SUPPLY OF LABOUR MEN MAZDOOR TOTAL 720 MANDAYS TO ATTEND THE WORK OF EARTH EXCAVATION, ASPHALT CUTTING, CONCRETE CUTTING, REFILLING, SLAB REMOVAL AND REFIXING OF CAST IRON / CONCRETE MATERIAL AT VARIOUS PLACES INSIDE AND OUTSIDE CHENNAI PORT PREMISES FOR MAINTENANCE OF WATER SUPPLY FOR A PERIOD OF TWO YEARS”.

Last Date of bid Submission : **30.05.2023 at 14.30 Hrs.**

Online Bid Opening Date : **31.05.2023 at 15.00 Hrs.**

For further details / corrigendum if any please visit websites:
www.eprocure.gov.in / www.chennaiport.gov.in

CHIEF MECHANICAL ENGINEER

NOTICE INVITING ONLINE TENDER
CHENNAI PORT AUTHORITY
MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT
Dy.CME (MP&OH) DIVISION

Tender No: MEE/ 26 /2023/Dy.CME (MP&OH)

Details about Tender:

Department Name	Mechanical & Electrical Engineering Department
Circle/ Division	CHIEF MECHANICAL ENGINEER Dy. Chief Mechanical Engineer (MP&OH) Division, No.1, Rajaji Salai, Chennai – 600 001.
Tender Notice No.	MEE / 26 / 2023/ Dy.CME (MP&OH)
Name of Project	e-TENDER FOR SUPPLY OF LABOUR MEN MAZDOOR TOTAL 720 MANDAYS TO ATTEND THE WORK OF EARTH EXCAVATION, ASPHALT CUTTING, CONCRETE CUTTING, REFILLING, SLAB REMOVAL AND REFIXING OF CAST IRON / CONCRETE MATERIAL AT VARIOUS PLACES INSIDE AND OUTSIDE CHENNAI PORT PREMISES FOR MAINTENANCE OF WATER SUPPLY FOR A PERIOD OF TWO YEARS UNDER TWO COVER SYSTEM.
Name of Work	SUPPLY OF LABOUR MEN MAZDOOR TOTAL 720 MANDAYS TO ATTEND THE WORK OF EARTH EXCAVATION, ASPHALT CUTTING, CONCRETE CUTTING, REFILLING, SLAB REMOVAL AND REFIXING OF CAST IRON / CONCRETE MATERIAL AT VARIOUS PLACES INSIDE AND OUTSIDE CHENNAI PORT PREMISES FOR MAINTENANCE OF WATER SUPPLY FOR A PERIOD OF TWO YEARS.
Estimated Contract Value (INR)	Rs.6,53,040/- (Rupees Six lakhs fifty three thousand and forty only) exclusive of GST
Period of Completion (in months)	The entire work shall be completed within TWENTY FOUR MONTHS from the date of receipt of order.
Bidding Type	Open
Tender Currency Type	Indian Rupee (INR)
Mode of Tender Invitation	e-procurement mode

Advertisement	As per GFR i.e. Central Public Procurement Portal (CPPP) at www.eprocure.gov.in uploading in ChPA Website.
Eligibility Criteria	Pl. refer Schedule - 'A', 2.0. Eligibility Criteria, Section –II
Bid Security/ EMD (INR)	Rs.13,060/- (Rupees Thirteen thousand and sixty only). Account payee DD / Bankers' cheque or FDR / Bank Guarantee (Initially valid for 6 months) from commercial Bank in an acceptable form safe guarding the purchaser's interest in all respects in favour of “The Chairman, Chennai Port Authority” payable at Chennai”. (or) Uploaded copy of NSIC/MSME registration for exemption from payment of EMD as specified in the NIT/tender document.
Bid Document Downloading Start Date & Time	09.05.2023 @ 15.00 Hrs
Bid Document Downloading End Date & Time	30.05.2023 @ 14.00 Hrs.
Last Date & Time for Receipt of Bids online	30.05.2023 @ 14.30 Hrs.
Bid Validity Period	180 Days
Bid Opening Date	Techno-commercial Bid (Cover-I) will be opened on 31.05.2023 @15:00 Hrs. Date of opening of price bid shall be notified after scrutiny and evaluation of Techno-commercial Bid in e - procurement site.
Documents required to be submitted by scanning through online	Documents to meet the pre-qualification criteria as indicated above.
Officer Inviting Bids:	CHIEF MECHANICAL ENGINEER
Bid Opening Authority	EXECUTIVE ENGINEER
Address:	Chief Mechanical Engineer, VII Floor, Centenary Building, No.1, Rajaji Salai, Chennai – 600 001.
Contact Details	Executive Engineer (Mech) MP & OH, Chennai Port Authority, 1, Rajaji Salai, Chennai - 600 001 Phone No: 044 – 2531 2570

NOTE: In case bidders need any clarifications or training to participate in online Tenders, they can contact Sr.Dy.Director (EDP, 4th Floor, EDP Department, Chennai Port Authority).

Format and Signing of Bid

The Bid to be submitted online and shall be signed digitally by a person or persons duly authorized to sign on behalf the Bidders. The Bid shall contain no alternations / additions, except those to comply with instructions issued by the Chennai Port Authority.

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT AUTHORITY**

INSTRUCTIONS FOR ONLINE BID SUBMISSION

- D)** Bidders to follow the following procedure to submit the bids online through the e-procurement site: <https://www.eprocure.gov.in>
1. Bidder should do the registration in the tender site using the ‘Click here to Enroll’ option available.
 2. Then the Digital Signature of SIFY/TCS/nCode or any Certifying Authority is to be registered after logging into the site.
 3. Bidder can use ‘My Space’ area to update standard documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.
 4. If interested, the Bidder may read the tenders published in the site and download the required documents/tender schedules for the tenders.
 5. Bidder then logs into the site using the secured log in by giving the user id/password chosen during registration and password of the DSC/e-token.
 6. Only one DSC should be used for a bidder and should not be misused by others.
 7. Bidder should read the tender schedules carefully and submit the documents as asked, otherwise, the bid will be rejected.
 8. If there are any clarifications, this may be obtained using clarifications or during the pre-bid meeting. Bidder should take into account of the corrigendum’s published before submitting the bids online.
 9. Bidder must in advance prepare the bid documents to be submitted as indicated in the tender schedule and they should be in required format. If there is more than one document, they can be clubbed together.
 10. Bidder should submit the original EMD / copy of MSME / NSIC as specified in the tender. The original should be posted/couriered/given in person to the specified location as per Tender Document, latest by the date of bid submission.
 11. Bidder selects the tender which he is interested using search option & then moves it to the “My favorites” folder.
 12. From the “My favorites” folder, he selects the tender to view all the details indicated.
 13. The Bidder reads the terms & conditions and accepts the same to proceed further to submit the bid.
 14. The Bidder has to select the payment option as offline to pay the EMD as applicable.

15. Either soft copy (scanned copy) or hard copy of EMD/NSIC/MSME shall be submitted. However, during the evaluation of bid the hard copy of EMD should match with soft copy of the e-portal for further evaluation of the tender.
16. The Bidder has to enter the password of the DSC/e-token and the required bid documents have to be uploaded one by one as indicated.
17. The rates offered details have to be entered separately in a spread sheet file (xls) in the space allotted and should be updated as BOQ.xls file for each tender after the financial bid. The BOQ file, if found modified by the bidder, the bid of that bidder will be rejected.
18. The tendering system will give a successful bid updation message & then a bid summary will be shown with the bid no. & the date & time of submission of the bid with all other relevant details. The bidder has to submit the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
19. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
20. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date.
21. For any clarifications with the TIA, the bid number can be used as a reference.
22. Bidder should log into the site well in advance for bid submission so that he submits the bid in time (i.e.) on or before the bid submission time. If there is any delay, due to other issues, bidder only is responsible.
23. Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2 MB, it can be reduced by scanning at low resolution and the same can be uploaded. However, if the file size is less than 1 MB the transaction uploading time will be very fast.
24. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-procurement system. The bidder should follow this time during bid submission.
25. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
26. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

27. Any documents that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyer's public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
28. Tenderer is required to submit their tender through online in the form of Two cover system on or before due date of closing time **30.05.2023** at **14.30 hrs.** The tender received after the due date and time will not be entertained.
29. Tenderer should submit the tender as per specification indicated in Schedule 'A' and accordance with the instructions to Tenderers, Tender Information Sheet, General Conditions of Contract and Special Conditions of Contract.

30. COVER – I -TECHNICAL AND COMMERCIAL BID

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

- i) Account Payee demand draft / Banker's Cheque from any of the National Banks or payment on online in acceptable form, safeguarding in purchaser's interest in all respects / Micro and Small Enterprises (MSEs) as defined in MSE procurement policy issued by Dept. of Micro, Small and Medium Enterprises (MSME).
- ii) Documents required as per Pre-Qualification Criteria as specified in the Tender.

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

Price should be quoted in Online "Price Schedule – 'A1' (as per BOQ). Price should be quoted in a spread sheet file (.xls format) available in e- procurement portal only. Any indication of 'Quoted price' in the online technical bid documents shall be lead to rejection of the bid outright. For evaluation purpose, the uploaded offer documents will be treated as authentic and final. The Price Bid submitted through e-procurement mode only will be taken up for the purpose for evaluation.

31. AMENDMENT TO CHPA TENDER DOCUMENT

The ChPA may for any reason and at any time prior to the deadline for submission of tender, whether at its own initiative or in response to clarifications requested by the Tenderer, modify the Port's Tender Document by the issuance of Addendum.

The Tenderers will have to regularly check the Port's Website www.chennaiport.gov.in and CPP Portal www.eprocure.gov.in for any addendum published. The Port will not be held responsible if the Tenderers have not read the addendum published.

In order to offer reasonable time for the prospective Tenderer to take an Addendum into account, or for any other reason, the Chennai Port Authority may, at its discretion, extend the Tender due date, if considered necessary.

Any Addendum thus issued to all the Tenderers and Tender Committee Meeting shall form part and parcel of the Agreement.

Tender Document can be submitted online only in the designated two cover system on the e-tender website eprocure.gov.in on or before the due date and time.

32. EVALUATION PROCESS:

- 1) A proposal shall be considered responsive if -
 - a. It is received by the proposed due date and time.
 - b. It is digitally signed.
 - c. It contains the information and documents as required in the Tender Document.
 - d. It contains information in formats specified in the Tender Document.
 - e. It mentions the validity period as set out in the document.
 - f. It provides the information in reasonable detail. The Port reserves the right to determine whether the information has been provided in reasonable detail.
 - g. There are no significant inconsistencies between the proposal and the supporting documents.
 - h. The Technical qualification conforms to as specified in the eligibility criteria of General rules and directions for the guidance of the Tenderer.
 - i. A Tender that is substantially responsive in one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is (1) which affects in any substantial way, the scope, quality, or performance of the Tenderer, or (2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicant presenting substantially responsive bids.
 - j. The Port 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 in respect of such Tenders.
 - k. The Port would have the right to review the Technical Qualification and seek clarifications wherever necessary.

33. 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.
- a) The date and time will be intimated to the tenderers whose offers are found suitable and the Cover – II of such tenderers will be opened on the specified time and date.
 - b) The cost of stamping Agreement must be borne by the successful Tenderer.
 - c) The Chennai Port Authority would have the right to seek clarification on Techno- commercial conditions wherever necessary.
 - d) Tenderers should obtain Entry pass which shall be obtained from online pass link in the Chennai Port Authority's site.
 - e) The **Fax/E-Mail offers will be treated as defective, invalid and rejected**. Only detailed complete offers received through online prior to closing time and date of the tenders will be taken as valid.

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT AUTHORITY**

SECTION – I

INSTRUCTION TO TENDERERS (ITT)

1. Tenders in sealed covers superscribed as “**e-TENDER FOR SUPPLY OF LABOUR MEN MAZDOOR TOTAL 720 MANDAYS TO ATTEND THE WORK OF EARTH EXCAVATION, ASPHALT CUTTING, CONCRETE CUTTING, REFILLING, SLAB REMOVAL AND REFIXING OF CAST IRON / CONCRETE MATERIAL AT VARIOUS PLACES INSIDE AND OUTSIDE CHENNAI PORT PREMISES FOR MAINTENANCE OF WATER SUPPLY FOR A PERIOD OF TWO YEARS IN CHENNAI PORT AUTHORITY UNDER TWO COVER SYSTEM**” as detailed in the Specification under Schedule “A” attached herewith and in accordance with instructions to tenders, conditions of contract, etc. are submitted through Online submission not later than **14.30 Hrs. on 30.05.2023** and sealed and signed.

The Tenderers those who have downloaded the Tender Document from the ChPA’s Website shall enclose account Payee demand draft / Banker’s Cheque from any of the Nationalised banks or payment on online in acceptable form, safeguarding in purchasers interest in all respects / micro and small Enterprises (MSEs) as defined in MSE procurement policy issued by Dept. of Micro, Small and Medium Enterprises (MSME) in favour of “**CHAIRMAN, CHENNAI PORT AUTHORITY**” at Chennai, so as to reach on or before **15.00 Hrs. on 31.05.2023** along with the covering letter, addressed to “**The Chief Mechanical Engineer, Mechanical and Electrical Engineering Department, 7th floor of Centenary Building, No.1, Rajaji Salai, Chennai Port Authority, Chennai – 600 001.**”

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

2. TEST OF RESPONSIVENESS

Prior to evaluation of bids, the Authority shall determine whether each bid is responsive to the requirements of the tender. A bid shall be considered responsive only if:

1. It is received by the bid opening due date including any extension there of
2. Self-attested copies of auditor’s report of Annual turnover for last three years and copies of profit and loss statements and balance sheet for last three years duly signed by CA.
3. Copies of work order with value for similar works, successful completion certificate with work order reference number, date, value and date of completion.
4. It is accompanied by the Power of Attorney

5. It contains all the information in formats and documents as requested in all respects
6. Copy of ESI registration Certificate
7. Copy of GST Registration copy.
8. Copies of self-attested statutory documents as applicable such as ESI Registration or exemption certificate as per ESI Clause in the Tender Document, GST Regn. No., EPF and any other statutory documents.

3. TECHNICAL AND COMMERCIAL BID COVER- I:

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

- a) The Earnest Money Deposit for this tender is **Rs.13,060/- (Rupees Thirteen thousand and sixty only)**.
- b) The EMD amount may be in the form of Account Payee Demand Draft/ Banker's Cheque from any of the Nationalized Banks or payment on online in acceptable form, safeguarding in purchaser's interest in all respects / micro and small Enterprises (MSEs) issued by Dept. of Micro, Small and Medium Enterprises (MSME).
- c) Profit and loss statements and experience in similar works as per Eligibility criteria.
- d) The tenderer should not indicate the rate anywhere directly or indirectly in Cover I. Any such offers will disqualify the tender forthwith.
- e) Scanned copy of Public Procurement (Preference to Make in India) Order and Restrictions under Rule 144 (xi) of General Financial Rules 2017.

4. COVER – II

The Cover – II “Schedule of Quantities and Prices” – BOQ (Price Bid) shall be submitted through online only.

5. POWER OF ATTORNEY

Tenderers are required to submit a Power of Attorney as in **Annexure-IV**. In the case of company, the Power of Attorney shall be supported by the Board Resolution duly attested by the Company Secretary or any Director of the Board of the Directors of the Company, authorizing the signatory of the Tenderer to provide information and to commit to the terms and conditions of the ChPA Tender Document.

6. LANGUAGE

The Tender and all related correspondence and documents shall be written in English Language. The technical details, relevant drawings and other information shall be provided in English only.

7. EARNEST MONEY DEPOSIT

The Earnest Money Deposit for this tender is **Rs.13,060/- (Rupees Thirteen thousand and sixty only)**. The account Payee demand draft / Banker's Cheque from any of the Nationalized banks or payment on online in acceptable form, safeguarding in purchasers interest in all respects / Micro and Small Enterprises (MSEs) as defined in MSE procurement policy issued by Dept. of Micro, Small and Medium Enterprises (MSME) above in favour of "CHAIRMAN", Chennai Port Authority or to claim exemption under Clause above, the Tenderers are required to produce a self-attested copy of the Micro and Small Enterprises (MSEs) issued by Dept. of Micro, Small and Medium Enterprises (MSME). The exemption from the payment of E.M.D. will be allowed only if the tender item of work/supply is covered in the enlistment statement attached Micro and Small Enterprises (MSEs) as defined in MSE procurement policy issued by Dept. of Micro, Small and Medium Enterprises (MSME). No claims for exemption without the details stipulated above will be considered.

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

- a) Successful Tenderer – after the payment of Security Deposit.
- b) Unsuccessful Tenderers, validity extended Unsuccessful Tenderers – after finalization of the L1 of contract.
- c) Validity not extended Tenderers – within 20 days on submission of claim along with Bank details.

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

The Tenderer shall furnish the details of Bank Account No. & Type of Account Bank Name and branch, MICR Number etc., for the refund of EMD through e-payment. In case where the e-payment facilities are not available, the Tenderer shall submit Advance Stamped Receipt for refund of EMD amount. The Advance Stamp Receipt shall be in favour of the CHAIRMAN, CHENNAI PORT AUTHORITY and it shall be enclosed along with the Tender document.

8. VALIDITY

The prices quoted by the Tender must be firm and shall hold good at least for **180 days** from the date of opening of the tender. They should be exclusive of GST or any other taxes duties etc. The Board does not bind itself to accept claims for extra payments for items not included in the tender.

9. SECURITY DEPOSIT

- i) The person who's tender is accepted, the firm must within 21 days of receipt of notice of such acceptance or within such extended time as may be allowed, by the Chief Mechanical Engineer at his discretion, deposit as security of 10% of the total value of the contract as mentioned below.

- ii) The Contractor should deposit 10% of the total contract value as security deposit towards due fulfillment of the conditions of the contract. The security deposit should be paid within 21 days from the date of receipt of the order in the form of Account payee demand draft payable at Chennai in favor of “Chairman, Chennai Port Authority”, fixed deposit receipt from a Commercial Bank, Bank Guarantee from a Commercial Bank in an acceptable form safeguarding the purchaser’s interest in all respect failing which necessary interest @ 18% per annum on security deposit amount will be levied for the delayed remittance from the date of receipt of order to the date of remittance of money. The Security Deposit will be refunded after the satisfactory completion of the entire work.
- iii) On receipt of full deposit as arrived at in Clause (9) above, in any manner aforesaid the Earnest Money submitted with the Tender will be refunded. No interest will be allowed on the earnest money from the date of its receipt until it is refunded. In the case, however for unsuccessful Tenderer, Earnest Money will be refunded, as soon as possible after the finalization of L1 of the contract.
- iv) If the Security Deposit is submitted as Bank Guarantee, the B.G. shall be valid upto 3 months beyond the completion of the contract period with additional claim period of minimum 3 months.

10. FOREFEITURE OF EMD:

Where a person whose tender has been received on behalf of the Board intimate, the Chief Mechanical Engineer that he is not willing to abide by the terms of the Tender or goes behind the clarifications made before the Chief Mechanical Engineer or to the Tender Committee appointed to scrutinize the Tenders in respect of terms of the tender, or withdraws the tender before receipt of final acceptance or where a person whose tender has been accepted fails (i) to execute an agreement in such form as aforesaid in respect of all works for which the Tender is accepted within one month of such acceptance is made known to him (or) (ii) to furnish the Security Deposit within the prescribed time the Earnest Money deposited by such person shall be forfeited and in cases of (ii) above, the contract is liable to be cancelled or the agreement if executed is liable to be treated as null and void.

Further the Tenderer undertakes, if his Tender is accepted to enter into and execute when called upon to do so, an Agreement with such modifications as agreed upon and unless and until the formal agreement is prepared, and executed this Tender together with the written acceptance shall form a binding contract between the ChPA and the Contractor.

11. EXECUTION OF CONTRACT AGREEMENT

- i) The Contractor shall execute an agreement with the ChPA within 21 days from the date of receipt of form of agreement. If the contractor, whose tender has been accepted, fails to execute an agreement within 21 days from the date of receipt of documents for execution of the

agreement, the Earnest Money Deposit (EMD) deposited by the Tenderer shall be forfeited and the Tenderer shall not be allowed further to participate for a period of one year in the ChPA's similar tenders.

- ii) The cost of stamping the contract Agreement must be borne by the successful Tenderer.
- iii) The place of stamping and signing of Agreement shall be at Chennai only.
- iv) Further, if the successful contractor undertakes, to enter into and execute, when called upon to do so, an Agreement, with such modifications as agreed upon and unless and until the formal agreement is prepared and executed, the successful Contractor's offer, ChPA order and the written acceptance for the receipt of ChPA order and the written acceptance for the receipt of ChPA order of the successful contractor shall form a binding contract between the ChPA and the contractor.

The contract Agreement shall include amended final tender document, pre-bid queries, various clarification letter, written approval by the ChPA authorities, amended to the contract agreement and any other conditions as agreed upon by the ChPA and the contractor.

12. FORMAT AND SIGNING

The e-tender shall be submitted online and uploading the scanned copies of Account Payee demand draft / Banker's Cheque from any of the Nationalized banks or payment on online in acceptable form, safeguarding in purchaser's interest in all respects / Micro and Small Enterprises (MSEs) issued by Dept. of Micro, Small and Medium Enterprises (MSME) towards EMD and other documents as per the pre-qualification criteria and shall be digitally signed.

13. ENTRY PASS AND SITE VISIT

The Chennai Port Authority will grant the Tenderer, permission for a site visit on receipt of a formal written request, 2 days in advance of the proposed date of the visit. The cost of visiting the site, if any, shall be borne by the Tenderer and any of its personnel and agents will be granted permission by the Port for the purpose of such inspection on the condition that the Tenderer, their personnel and agents will release and indemnify the Port, its ChPA's, its Employees, Officers and Agents from and against all liability in respect thereof. The Tenderer will be responsible for personal injury, loss, damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection etc., during site visit.

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

14. DISCLAIMER

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

It would be deemed that prior to submitting the Tender, the Tenderer has (a) made a complete and careful examination of requirements and other information set forth in this Tender, (b) received all such relevant information as it has requested from the Chennai Port Authority, and (c) made a complete and careful examination of the various aspects of the Project including, but not limited to, (i) the site, (ii) existing facilities and structures, (iii) the conditions of the access roads, waterfront and utilities in the vicinity of the site (iv) applicable laws and applicable permits and (vi) all other matters, including Guidelines, Major Port Authority Act 2021, as amended from time to time, bye-laws, rules and regulations made there under, any administrative or other directions and guidelines given under the said Act as amended from time to time, a statement of conditions prescribed under the said Act as amended from time to time, and all other statutory enactments in relation to the Project or Project Services that might affect the Tenderer's performance under the terms of this Tender Document.

The Chennai Port Authority shall not be liable for any omission, mistake or error or neglect by the Tenderer in respect of the above.

15. RIGHT TO ACCEPT / REJECT TENDERS

- a) Notwithstanding anything contained in this ChPA Tender Document, the Chennai Port Authority reserves the right to accept or reject any or all Tender(s) and part thereof at any time without assigning any reasons and without any liability or any obligation for such acceptance / rejection.
- b) Telegraphic / fax / telex offers will be treated as defective, invalid and rejected. Only detailed completed offers received as specified above, prior to the closing time and date of the tender will be considered as valid offer.

16. MATERIAL MISREPRESENTATION

The ChPA reserves the right to accept or reject any or all of the tenders and to annul the tender process, at any time prior to the award of contract, without any liability for such action.

17. ASSISTANCE IN OBTAINING APPROVALS

The ChPA agrees to, at the request of the Tenderer, but without guarantees and / or without assuming any responsibility in that behalf, issue recommendatory letters and make best efforts to assist the Tenderers in obtaining all the applicable permits at the Tenderer's cost including renewals thereof, provided that nothing contained in this Clause shall relieve the Tenderer of its obligations under the Agreement to obtain the Applicable Permits and to keep them in force and effect throughout the contract period. In cases found

appropriate the ChPA may, at the request of the Tenderer and at the sole discretion of the ChPA issue recommendatory or supporting letters to any Government Authority recommending the proposals of Tenderer.

18. The Chennai Port Authority Board do not bind themselves to accept the lowest or any tender or part thereof and reserve the right to accept or not accept any or all of the tenders either in whole or in part, without assigning any reason.
19. The ChPA will not issue any 'C & D' Form. Hence, the Tenderers are advised to quote specifically & clearly the percentage of GST in the price schedule (BOQ).
20. Tender Condition regarding Public Procurement (Preference to Make in India) Order and Restrictions under Rule 144 (xi) of General Financial Rules 2017.

(A). PREFERENCE TO MAKE IN INDIA

- (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-II) dt.16.09.2020, further as amended from time to time if any, shall be applicable for 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 estimated value is less than Rs.5.00 lakhs shall be exempt from this order.
- (v) Verification of local content:
 - (a) For procurement value upto Rs.10 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 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 Crores: The Class-I local supplier/ Class-II local supplier at the time of tender, bidding or solicitation shall be required to provide a 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.

Tenderers shall submit Declaration as per **Annexure-IX** in their technical bid duly filling up all the blanks.

(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, dt. 23.07.2020] and amendments / clarifications issued subsequently by DOE.

- (i) The Provisions contained in Order (Public Procurement No.1) of DOE, Public Procurement Division, No.F.No.6/18/2019-PPD, dt.23.07.2020 and as amended / clarified from time to time, shall be applicable to this tender.
- (ii) The following clauses are to be treated as part of Instructions to Tenderers.
 - I. Any bidder from a country which shares a land border with India will be eligible to bid against this tender only if the bidder is registered with the Competent Authority specified in Annex-I 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 not falling in any of the descriptions of bidders stated hereinbefore, 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 a 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 ChPA, the identification of beneficial owner(s) shall include identification of the author of the ChPA, the trustee, the beneficiaries with fifteen percent or more interest in the ChPA and any other natural person exercising ultimate effective control over the ChPA 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-X** in their technical bid dully filling all the blanks and striking out option whichever is not applicable.

- 21.** The Chennai Port Authority reserves the right to seek any Technical and commercial clarifications.

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT AUTHORITY**

SECTION - II

e-TENDER FOR SUPPLY OF LABOUR MEN MAZDOOR TOTAL 720 MANDAYS TO ATTEND THE WORK OF EARTH EXCAVATION, ASPHALT CUTTING, CONCRETE CUTTING, REFILLING, SLAB REMOVAL AND REFIXING OF CAST IRON / CONCRETE MATERIAL AT VARIOUS PLACES INSIDE AND OUTSIDE CHENNAI PORT PREMISES FOR MAINTENANCE OF WATER SUPPLY FOR A PERIOD OF TWO YEARS.

TECHNICAL SPECIFICATION

SCHEDULE - 'A'

1.0 SCOPE OF WORK:-

Supply of Labour Men Mazdoor to attend the work of earth excavation, Asphalt cutting, concrete cutting, refilling, slab removal and refixing of cast iron / concrete material for a period of 720 Mandays for water distribution.

2.0. ELIGIBILITY CRITERIA

- I) The **Average Annual Financial Turnover of the Tenderer** during the last three (3) years ending 31st March 2022 should be at least **INR Rs.1,95,912/- (Rupees One lakh ninety five thousand nine hundred and twelve only)**. Self-attested copies of annual turnover, Profit and Loss statements, Balance Sheet and Auditor's report for the last three years shall be submitted signed by Chartered Accountant for the financial year 2019-20, 2020-21 & 2021-22.
- II) The Tenderer should have experience in 'Similar Works' during last 7 years ending, last day of the month, previous to the month in which tenders invited should be either of the following:
- a) **THREE** similar completed work of contract value not less than **Rs.2,61,216/- (Rupees Two lakhs sixty one thousand two hundred and sixteen only** exclusive of GST) each
(or)
- b) **TWO** similar completed works of contract value not less than **Rs.3,26,520/- (Rupees Three lakhs twenty six thousand five hundred and twenty only** exclusive of GST) each
(or)
- c) **ONE** similar completed works of contract value not less than **Rs.5,22,432 /- (Rupees Five lakhs twenty two thousand four hundred and thirty two only** exclusive of GST)
- d)

'SIMILAR' Works – means **"Supply of Labour Men Mazdoor"**

Note:

- i) The Tenderer shall enclose the copy of the supporting documents, if not original to fulfil the eligibility criteria for pre-qualifications viz., Work order copies of similar works in the name of the Tenderer indicating breakup details of each items and their values, successful completion certificates from clients indicating the date of completion, value of work done, etc.
- ii) TDS Certificates with relevant TRACES shall also be enclosed if the similar works executed in private organizations.

3.0 TECHNICAL SPECIFICATION:

- a) Supply of labour men mazdoor to attend the work of earth excavation, asphalt cutting, concrete cutting, refilling, slab removal and refixing of concrete/ cast iron material at various places of port inside and outside area and also to attend emergency, essential work as directed at the site in order to arrest the pipeline leakages in underground.
- b) Supply of labours two nos. daily, which may be decreased or increased as per instruction of ChPA representative according to volume of work, if necessary on Sundays holidays and closed holidays also.

4.0 OTHER CONDITIONS:

- a. Necessary Tools and equipment are to be arranged by the contractor for earth excavation etc.,
- b. Damages, loss of tools & equipment, materials borne by the contractor.
- c. Port entry permit for the employees engaged for the work to be arranged by the contractor.
- d. Payment will be made in every month for actual man days engaged for above said work.
- e. The Contractor shall include all elements of the cost as applicable for the above work in the total contract value.
- f. Price shall be kept firm till the completion of the contract.
- g. The Contractor shall make necessary arrangements for the safety & Security of materials and other items till the completion of the work and acceptance by the Authority.
- h. The Contractor shall arrange for insurance of employees engaged in the above works at ChPA premises.
- i. The Contractor is requested to study and to inspect the site conditions before submitting their offer.

- j. The Contractor is required to offer rates as per ChPA's format "Schedule-A1"
- k. The contract shall be terminated by the Authority if it desires the performance not satisfactory at any stage without prior notice.
- l. ESI, EPF and Insurance clause shall be implemented for the contract Employees as per the existing rules.
- m. For any clarifications, the firm may contact Asst. Executive Engineer (Mech)MP&OH at M&EE I, 1st floor Old Administrative Office Annexure Building, Chennai Port Authority, Telephone Nos.25362201 – Extn:2770.
- n. The labours should report at 8.00 AM daily at Pipeline Main Zone and leave at 06.00 PM
- o. Statutory Requirement: PAN, GST Registration, Certification of Registration of companies in case of companies as applicable shall be produced. If the firm claims exemption for any of the above documents, they shall produce the exemption certificate or relevant documentary proof.

5.0 COMPLETION PERIOD

The entire work shall be completed within **TWO YEARS** from the date of receipt of order.

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT AUTHORITY**

SECTION – III

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. The Tenderer shall examine carefully the General Rules and Directions, General and Special Conditions of Contract, Technical Specifications and Drawing and Shall inspect the site to acquaint himself with the nature of work local working conditions etc., for the purpose of making his offer on his own responsibility.
2. It shall be open to the Chief Mechanical Engineer to nominate one or more of his representatives to supervise the work and to satisfy about the quality of materials and workmanship as required by the relevant regulation and as mentioned in technical specifications. The decision of the Chief Mechanical Engineer shall be final as regards the quality of materials and workmanship shall be binding on the contractor.
3. The prices shall be firm and not subject to fluctuation at any stage till the completion of the contract. The prices shall be quoted in BOQ only through online bidding.
4. The Tenderer shall give clear indication in his tender of the items he does not propose to include in the tender. Where such clear mention is not given it will be construed that the tender covers all parts required for completion of work.
5. The tender shall be accompanied by sufficient details of materials included in the offer with catalogue and sketches wherever necessary for comprehensive assessment of its merits and performance.
6. It will be entirely the Tenderer's responsibility to take required steps to adequately safeguard the personnel carrying out the work and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured.
7. All materials and components included in the contract shall conform to the relevant Indian Standard Specification wherever they exist.
8. The decision of the Chief Mechanical Engineer or his representative regarding the quality of any materials used on the work will be final and binding on the Tenderer. The Tenderer shall remove from the site of work any material rejected as unfit for use on the work at his own cost as soon as he is ordered to do so, failing which the Chief Mechanical Engineer or his representative shall remove such material from the site of work and shall deduct the cost incurred by such removal by the Board from any money due to the Tenderer.

9. The Tenderer shall co-ordinate his work with that of other Tenderers executing other works in the site and plan his work as to minimize inconvenience to others in the work site.
10. The watch and ward and storage of materials will be Tenderer's responsibility and the Board shall not be held responsible for any loss of the material.
11. The Tenderer shall be deemed to have satisfied himself before submitting the tender as to the correctness and sufficiency of his tender for the work and of his price stated in the schedule as to cover his entire obligation under the contract for completion of the work.
12. For Harbour entry pass and direction to site of work for inspection for the purpose of making the offer, the Tenderer shall contact the “Executive Engineer (Mech)MP&OH, Chennai Port Authority, Chennai – 600 001. Telephone No. **044 – 2531 2570**.”

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT AUTHORITY**

GENERAL CONDITIONS OF CONTRACT (GCC)

SCHEDULE - `C'

1. DEFINITIONS AND INTERPRETATIONS

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

- a) "BOARD" means the Board of Major Port Authority of the Chennai Port as constituted under the Major Port Authority Act, 2021 as amended from time to time.
- b) "CHIEF MECHANICAL ENGINEER" means the Chief Mechanical Engineer of the Chennai Port Authority.
- c) "CHIEF MECHANICAL ENGINEER'S REPRESENTATIVE" means any Resident Engineer or Assistant of the Chief Mechanical Engineer or any clerk of works detailed from time to time by the Chief Mechanical Engineer to perform the duties as may be specified in the contract.
- d) "CONSTRUCTIONAL PLANT" means all appliances or things or whatsoever nature required in or about the execution, completion or maintenance of the `Works' or `Temporary Works' (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- e) "CONTRACT" means the General Conditions, Specifications, Drawings, Priced Bill or Quantities. Schedule of Rates, Prices (if any) tender and contract agreement.
- f) "TENDERER" means the person or persons, firm or company whose tender has been accepted by the Board and Tenderer's permitted assigns.
- g) "CONTRACT PRICE" means the sum named in the tender subject to such conditions thereto or deductions there from as may be made under provisions hereinafter contained.
- h) "DRAWINGS" means the drawings referred to in the contract agreement and any modifications of such drawings approved in writing by the Chief Mechanical Engineer and such other drawings as may from to time be furnished or approved in writing by the Chief Mechanical Engineer.
- i) "SITE" means the lands and other places on/under/in/of, through which the 'work ' are to be executed or carried out and any other lands or places provided by the Board for the purposes of the contract.

- j) "TEMPORARY WORKS" means temporary works of every kind required in the execution, completion or maintenance of the works and which do not form an item of the `work' or `works'.
- k) "WORKS" means the works to be executed in accordance with the contract under the relevant schedules.
- l) "ChPA's STORES" means the storage yards for materials of the Chennai Port anywhere in the Harbour premises.

2. EXTENT OF CONTRACT

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

3. COMPLETION PERIOD

The entire work shall be completed within **TWO YEARS** from the date of receipt of order.

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

4. CONTRACTOR'S SUPERINTENDENCE

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

be constantly on the work and shall give his whole time to the superintendence of the same.

- c) Such authorised agent or representative shall receive on behalf of the Tenderer directions and instructions from the Chief Mechanical Engineer or the Chief Mechanical Engineer's representative.

5. PROGRAMME TO BE FURNISHED

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

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

9. CHIEF MECHANICAL ENGINEER'S REPRESENTATIVE

The duties of the Chief Mechanical Engineer's Representative are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to relieve the Contractor of any of his duties or obligations under the contract or

except as expressly provided hereunder to order any work involving delay or any extra payment by the Board or to make any variation or of in the works.

11. WORK TO BE TO THE SATISFACTION OF THE CHIEF MECHANICAL ENGINEER:

The Tenderer shall execute, complete and maintain the works strictly in accordance with the contract to the satisfaction of the Chief Mechanical Engineer and shall comply with and adhere strictly to the Chief Mechanical Engineer's instructions and directions on any matter (whether mentioned in the contract or not). The Tenderer shall take instructions and directions only from the Chief Mechanical Engineer or his representatives.

12. LIQUIDATED DAMAGES/LATE DELIVERY CHARGES:

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

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

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

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

If the contract/supply order is delayed after giving due notice, the contract/supply order may be cancelled by the competent authority with the condition that any additional expenditure incurred by the Port Authority in completing the work/supply order will be recovered from the contractor/supplier of the cancelled contract/supply order for non-performance/delay in the execution of the contract/supply.

In case, if any fault noticed in the work/supply, the same may be rectified by the contractor at free of cost, failing which the work has to be executed Departmentally and the cost will be deducted from the bill amount/Security Deposit amount.

13. SUPPLY OF MATERIALS AND LABOUR

Except where otherwise specified in the contract the Tenderer shall at his own expense supply and provide all the temporary works, materials both for temporary and for works under the contract, labour (including the supervision thereof) transport to or from the site and in and about the works and other things of every

kind required for the construction, completion and maintenance of the works. The Tenderer shall not hire out any item or equipment brought by him in connection with the execution of the work under the contract to any other party in connection with any work of the latter in the Port, without the written permission of the Chairman. Such permission may or may not be granted by the Chairman.

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

15. **ASSIGNMENT AND SUB-LETTING**

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

16. The Tenderer shall be solely responsible for any accident, damage or injury caused to any of his employees or the Board's employees in the execution of the works and shall hold the Board blameless in respect thereof and also in respect of any claims made by any person in the employment of the Tenderer for any reason whatsoever.
17. (a) The Tenderer shall be responsible for all structural or decorative damage to Board's or his own property and injury caused by the works or workmen in his employment to persons, animals or things and shall indemnify the Board against any claims or actions arising there from. He shall also be responsible for any injuries or damage caused to the works by inclemency of weather outbreak of fire and shall rectify at his own cost all such damage and thoroughly complete the works.
(b) The Tenderer shall be solely responsible for reporting the Board and Police Department immediately any serious or fatal accidents at any place belonging to the Board including premises leased to the Board to any of his employees/ workmen engaged by him.
18. The Tenderer shall not house any of his workmen at or near the site. He shall not construct any structure even of a temporary nature for any other purpose on Board's premises except with the written permission of the Chief Mechanical

Engineer and any such construction so put up shall be removed by the Tenderer whenever the Chief Mechanical Engineer calls upon the Tenderer to remove.

19. The Tenderer shall not operate the workshop at the site for the purpose of this contract beyond what is absolutely necessary for the execution of this contract, the necessity for and extent of which the Chief Mechanical Engineer's decision shall be final. Such necessary structures shall be non-inflammable materials as approved by the Chief Mechanical Engineer.

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

20. Measurements taken by the person authorised by the Chief Mechanical Engineer to take them will be binding on the Tenderer who will always be given the opportunity of witnessing the measurements. The contractor should submit a bill in the ChPA's prescribed billing format.

21. **PAYMENT TERMS:**

Payment will be made on every month for actual mandays engaged for the above said work. The payment will be made within 30 days from the date of completion and acceptance of the work by the Chennai Port Authority Engineer.

100% payment will be made within 30 days for the actual quantum of goods / works, supplied / executed after submission of bill on completion of work order after acceptance by the Chennai Port Engineer and the payment will be made through e-payment.

Income tax @ 2% with applicable surcharge & education cess shall be levied u/s 194 (c) of Income Tax Act 1961. Similarly, GST as application shall also be deducted. In case of exemption from the above levy necessary non-deduction certificate shall be produced by the tenderer from Income Tax / Commercial Tax office respectively. In addition to that the tax levied by the Government of India will also be applicable.

Wherever applicable TDS u/s 194Q will be deducted as per the Income Tax Act, 1961 and TCS U/s 206C(1H) will be made applicable as amended from time to time as per Income Tax Act, 1961.

The tenderer shall quote the Bank Account details for the payment through ECS along with PAN. A copy of the Pan Card, GST Registration number shall be furnished. The amount deposited by the contractor as security deposit under the agreement will be refunded to the contractor after satisfactory completion of the Guarantee period or extended guarantee period.

22. **TAXES AND DUTIES**

(A) **FOR ALL SUPPLY OF SERVICES INCLUDING WORKS CONTRACTS AS PER GST ACT.**

- i. Tenderers will examine the various provisions of the Central Goods & Services Tax Act 2017 (CGST) / Integrated Goods & Services Tax (IGST) / Union Territory Goods & Services Tax Act (UGST)

respective state's State Goods & Services Tax Act (SGST) also as notified by Central / State Government and as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

- ii. The rate quoted by the Contractor / Supplier shall be inclusive of all taxes and duties other than GST. Applicable GST will be paid by ChPA based on the tax invoice.
- iii. The financial evaluation will be based on the total base price quoted by the Contractor / Supplier excluding GST.
- iv. The firm shall furnish the tax invoices as per GST Act / Rules in the name of the Chennai Port Authority by mentioning the GSTIN of ChPA and indicating amounts of GST separately. The GSTIN of ChPA is 33AAALC0025BIZ9.
- v. The Contractor / firm shall remit the GST amount in the invoice to the Government within the due dates and also file the returns by mentioning the GSTIN of ChPA to enable ChPA to avail eligible Input Tax Credit (ITC).
- vi. The contractor / firm shall indemnify Chennai Port Authority from any loss of eligible ITC of GST paid by it to the Contractors / Suppliers based on their tax invoice, due to the non-payment of GST or non-filing of GST returns by the contractor / firm or noncompliance of GST Act / Provisions. The contractor / firm shall remit such GST amount with applicable interest and penalties to the ChPA within 7 days from the date of intimation by the ChPA about non-availing of eligible ITC. ChPA also reserves its right to deduct such GST amount with interest and penalties from the subsequent bills, Security Deposit or any amount due to the contractor by ChPA
- vii. Applicable statutory recoveries including TDS under Income Tax, TDS under GST provisions etc., will be deducted / recovered while accounting for or making payment of the Contractor / Supplier as per the applicable law.

(A) FOR SUPPLY OF GOODS

- i). Tenderers will examine the various provisions of the Central Goods & Services Tax Act 2017 (CGST) / Integrated Goods & Services Tax (IGST) / Union Territory Goods & Services Tax Act (UGST) respective state's State Goods & Services Tax Act (SGST) also as notified by Central / State Government and as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- ii). The rate quoted by the Supplier / Vendor shall be inclusive of all taxes and duties other than GST. Applicable GST in percentage shall be mentioned

in the BoQ under rate column. Even if the bidder mention higher / lower of GST in the BoQ, applicable GST as per the GST Act / Provisions will be paid by ChPA.

- iii). The financial evaluation will be based on the base price of rate quoted by the Supplier / Vendor excluding GST.
- iv). The firm shall furnish the tax invoices as per GST Act / Rules in the name of the Chennai Port Authority by mentioning the GSTIN of ChPA and indicating amounts of GST separately. The GSTIN of ChPA is **33AAALC0025BIZ9**.
- v). The Supplier / vendor shall remit the GST amount in the invoice to the Government within the due dates and also file the returns by mentioning the GSTIN of ChPA to enable ChPA to avail eligible Input Tax Credit (ITC).
- vi). The Supplier / Vendor shall indemnify Chennai Port Authority from any loss of eligible ITC of GST paid by it to the Contractors / Suppliers based on their tax invoice, due to the non-payment of GST or non-filing of GST returns by the supplier / vendor or non-compliance of GST Act / Provisions. The supplier / firm shall remit such GST amount with applicable interest and penalties to the ChPA within 7 days from the date of intimation by the ChPA about non-availing of eligible ITC. The ChPA also reserves its right to deduct such GST amount with interest and penalties from the subsequent bills, Security Deposit or any amount due to the contractor by ChPA.
- vii). Applicable statutory recoveries including TDS under Income Tax, TDS under GST provisions etc. will be deducted / recovered while accounting for or making payment of the supplier / vendor as per the applicable law.

23. TDS under GST:

- i). Section 51 of CGST Act and 1st proviso to Section 20 of IGST Act make it obligatory for ChPA to deduct TDS @ 2% on the “amounts paid to Vendor” or amounts credited to the account of the Vendor/Contractor.
- ii). If the purchase is made from a vendor located in Tamil Nadu, then the TDS of 2% will be @ 1% under SGST and another 1% will be under CGST. If the purchase is made from a vendor located in a State/UT other than Tamil Nadu, then the TDS of 2% will be under IGST.
- iii). The GST TDS is mandatory if the payments/purchases are made for the contract value more than 2,50,000/-. It does not depend on the individual Invoice values but it depends on the “Value of Contract”.
GST No. shall be furnished in the Invoice / Bill for payment.
- iv). If the bill is submitted for the first time, the bill of Contractor/Supplier who is default in GST compliance will not be accepted by ChPA for payment.

- v) Bill amount along with GST shall be paid if GST is reflected in the GST portal or if the contractor/supplier submits Tax Invoice and copy of the GSTR-1 filed along with remittance details
- vi) If the contractor/supplier submits Tax Invoice and undertaking along with Tax Invoice duly indemnifying Chennai Port Authority from any loss of eligible Input Tax Credit of GST due to non-payment of GST or non-filing of GST returns or non-compliance of GST Act / Provisions. Bill amount along with GST shall be paid. However:
 - a) If such contractor/supplier does not comply with GST Act i.e., filing of returns/remittance of GST within the stipulated date, the Port shall not release the subsequent running account bills.
 - b) In first & final bill passed cases, the Port will adjust the defaulted GST from Security Deposit/any amount payable to them.

Any new and variation in Taxes & Duties shall be applicable only during the scheduled completion period and new/variation in Taxes & Duties will not be allowed during the extended delivery/ completion period.

Any penal interest, penalty or fine payable / paid by the contractor to the Tax Authorities on the Taxes & duties shall not be paid / reimbursed by the Chennai Port Authority under any circumstances.

In the event, the Contractor not indicating the rate of Taxes and Duties included in the price separately in the Bid, the Port shall not pay any change in the rate of Taxes and Duties including any newly levied Taxes and Duties during the entire currency of the contract under any circumstances.

“Any Demand/Interest/Penalty etc. arising to Chennai Port Authority due to non-compliance of Statutory requirements with reference to Income Tax and GST Laws by the Contractor/Suppliers/Port Users shall be borne by the Contractor/Supplier/Port Users. The firm shall indemnify the Port against such non fulfilment of obligations.”

24. FINANCIAL EVALUATION:

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

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

26. In the event of the contract being terminated at any stage due to unsatisfactory progress of work as per Tender Specification, the Chief Mechanical Engineer shall have the right to execute the portions of works left incomplete using the Board's labour or any other agency and the Tenderer shall be liable to make good any loss incurred by the Board on this account. Such amounts shall be recovered from any moneys due to or to become due to the Tenderer.
27. i) If the Tenderer claims that the decisions or the instructions of the Chief Mechanical Engineer are unjustified and that accordingly he is entitled to extra payments on account thereof, he shall forthwith notify this to the Chief Mechanical Engineer to record his decisions and the reasons therefore in writing and shall within two weeks state his claims in writing to the Chief Mechanical Engineer thereafter. The Chief Mechanical Engineer shall thereafter within four weeks of the receipt of the claim reply negotiations or discussions immediately thereafter within a further four weeks, the question of liability for such payments will be treated as one of disputes.
- ii) In the Contract whenever there is a discretion or exercise or will by the Chief Mechanical Engineer during the progress of work, the mode or manner of the exercise or discretion shall not be a matter of legal adjudication.
- iii) Wherever the Board is given discretion to do any act under the contract, the exercise of the discretion by the Board shall be final, conclusive and binding on all parties and the manner of exercise of such discretion shall not be called in question and the matter cannot be referred to court of law.
- iv) The decision of the Chief Mechanical Engineer shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship or material used on the work or any matter arising out of or relating to the specifications, designs and drawings and instructions concerning the works or the execution of or failure to execute the same arising during the course of works. The above shall not be the subject or Legal adjudication and in no case shall the work be stopped consequent on such a dispute arising and the work shall also be carried out by the Tenderer strictly in accordance with the instructions of the Chief Mechanical Engineer.
- v) Any litigation arising out of this agreement shall only be adjudicated before the competent court of law within the jurisdiction of the Hon'ble High Court of Madras.

28. **REMOVAL OF WORKMEN**

The Tenderer shall employ in and about the execution of the works only such persons as are careful, skilled and experience, in their several trades and callings to the approval of the Chief Mechanical Engineer. The Chief Mechanical Engineer shall be at liberty to object to and require the Tenderer to remove from the works any persons employed by the Tenderer in or about the execution of the works who

in the opinion of the Chief Mechanical Engineer, misconducts himself or incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the works without the written permission of the Chief Mechanical Engineer.

29. i) The Tenderer shall confirm to and comply with the regulations and byelaws of the State or Central Government or of the Board and of all other local authorities such as Corporation of Madras, the Tamil Nadu Electricity System, the Chief Electrical Inspector to the Government of Tamil Nadu, the Government Customs and Police Departments, Fire Services, the provisions contained in the various Labour Acts enacted by the State Legislature and Central Parliament in force and the rules made there under including those under Minimum Wages Act, Factories Act, the Indian Electricity Act and rules framed under it, Workmen Compensation Act, Provident Fund Regulations Act, Employees Provident Fund Act, 1961 and scheme made under the said Act, Health and Sanitary arrangements for workers etc. and Contract Labour (Regulation and Abolition) Act, 1970 and the Contract (Regulation and Abolition) Central Rules, 1971 etc. for welfare and protection of works, workers or for the safety of the public and other insurance provisions.
- ii) The Board shall not be liable for the failure of the tenderer in confirming to the provision of the Acts, Rules and regulations etc., referred to in the above para and in case of any contravention of the provisions of the Acts, Rules regulations etc. the contractor shall keep the Board indemnified against any loss, cost and damage in the event of any action being taken for contravention.
- iii) If any enhancement in the rates of wages becomes payable as a result of the implementation of the Chief Labour Commissioner's interpretation of the Contract Labour (Regulation and Abolition) Central Rules, 1971 upto and including an increase of 10% of the wages shall be borne by the Tenderer and enhancement in excess of 10% would be borne by the Chennai Port Authority.

30. **ESI CLAUSE:**

The details of employees proposed to be engaged shall be furnished to this office before the commencement of the work.

- a) As per the Govt. Notification dated 20.07.2009, Chennai Port Authority has registered under the ESI Act on 26.09.2012 with ESI Corporation and provision of ESI Act, 1948 are applicable to Chennai Port Authority, a Social Security Act, is applicable to Factories using power and employing 10 or more personnel and establishment employing 20 or more persons and drawing wages/salary upto Rs.21,000/- per month. Workers covered under ESI Act, are entitled for full medical care for self and family. Besides, cash benefit in the event of sickness, maternity and employment injury. Accordingly, the contractual/casual employees drawing wages upto Rs.21,000/- per month employed either directly by Chennai Port Authority or

through contractor are covered under ESI Act, 1948. It is obligatory on the part of the employer to calculate and remit ESI contribution comprising of employers' share of 3.25% plus employees' share of 0.75% which is payable on or before 21st of the following month, to which the salary relates.

- b) In case of Contractor employs more than 20 employees, they should register their name with ESI as per ESI Act, 1948 and obtain ESI Code. Both Employers share of 3.25% and Employees contribution of 0.75% (recovered from employees), totally 4% to be paid as contribution to ESI in their Code on or before 21st of following month to which the salary relates and acknowledgement for the same shall be submitted to the Port while claiming the bill. The bill without the acknowledgment of ESI contribution will not be entertained. In case the contractor has not paid the ESI contribution same will be recovered in the running bill and paid to the ESI Corporation in contractor's code. The delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue.
- c) In case the contractor employs less than 20 employees, the list of employees' names, their father's name, identification proof, one passport photo shall be submitted to the Chennai Port Authority. The contribution of ESI amount, both Employers share of 3.25% and Employees contribution of 0.75% (recovered from Employees salary), totally 4% shall be paid by the Contractor in the Chennai Port Authority Code on or before 21st of the following month to which the salary relates or otherwise payment to the contractor will be withheld. If the contractor fails to comply with the above instruction, then the Principal Employer (Chennai Port Authority) will make payment to the ESI Corporation. Such amount will be deducted from any amount due to the contractor. The delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue.
- d) As per the above Government Notification
 - i). All intending Tenderer at the time of Tender shall disclose all necessary documents as to whether they are covered under ESI Act or not.
 - ii). In case they are covered under ESI Act, they have to furnish the details of registration.
 - iii). In case the Tenderer does not possess ESI Registration at the time of participation in the Contract, then they should obtain registration under ESI Regulations before award of the work by Chennai Port Authority and submit the same within 30 days from the date of issue of work order. Any payment towards the work order will be made only after the ESI registration.
 - iv). The Tenderer shall submit his first bill together with evidence of having obtained registration under ESI regulations and only then the bill will be processed for payment. Subsequently, the Contractor should periodically submit to Chennai Port the Form 6 prescribed under ESI Regulations along with the proof for having remitted his

dues under ESI Regulations in respect of the workers / labours employed for the work awarded by Chennai Port to facilitate making payment for the bills of the Tenderer.

- v). In case, the Tenderer is not covered under ESI Act or exempted, they would furnish necessary documents along with an affidavit in original affirming before a first class Judicial Magistrate in a Non-Judicial Stamp Paper worth Rs.20.00 to that effect.
- vi). In case they are not covered under ESI Act, they must additionally indemnify ChPA against all damages & accident occurring to his labour in a Non – Judicial Stamp paper worth Rs.100/-.

31. EPF CLAUSE:

The Act provides for monthly contributions by the employer plus workers @ 12% of Basic DA. The benefits payable under the Act are:

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

32. INSURANCE:

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

33. FORECLOSURE OF CONTRACT:-

- I. Notwithstanding anything in the contract agreement the contractor agrees that the ChPA (on its own or acting on behalf of the Government of India) or the Government of India shall be entitled to foreclose the contract on occurrence of the following events:
 - i. In the event of breach of contract by the Contractor
 - ii. An emergency or
 - iii for national security and /or national interest and /or public reasons.
- II. Upon the occurrence of the events specified in I (i), (ii) and (iii) above, the ChPA or Government of India reserve the right to foreclose the contract at any point of time during the contract period on the issue of the termination notice under provision of the termination clause, the ChPA shall not be liable to compensate the contractor or any other person for any losses or estimated loss of profits during such period.

- 34.** The Chief Mechanical Engineer reserves to himself the right to alter the specification or design of the works at any stage of the work and also to make additions or omissions or alterations.

35. FURTHER INSTRUCTIONS

The Chief Mechanical Engineer shall have full power and authority to supply to the Contractor from time to time during the progress of the works such instructions

as necessary for the purpose of the proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

36. Any notice to the Tenderer shall be deemed to be sufficiently served if given or left in writing at his usual or last known place of abode or business or at site.
37. All payments made by the Board to the Tenderer under this contract shall be rounded off to the nearest paise.
38.
 - i) The contract is liable for cancellation if either the Tenderer himself or any of his employee is found to be a person who has held a Class I post under the Board immediately before retirement and has, within two years of such retirements, accepted without obtaining the previous permission of the Board of the Chairman as the case may be an employment as Tenderer for, or in connection with the execution of public works, as an employee of such Tenderer.
 - ii) If any contract is terminated on account of the failure of the Tenderer to comply with the above clause the Board shall be entitled to recover from him such damages as may be determined by the Chief Mechanical Engineer with due regard to the inconvenience caused to the ChPA on account of such termination without prejudice to the ChPA's right to proceed against such officer.
39. It must be clearly understood that the rates mentioned in Schedule 'A1' are inclusive of everything required to be done by the conditions of the contract and specifications or by the drawings therein referred to and also all such work as is necessary for the proper completion of the Tenderer although special mention thereof may have been omitted in the specification or drawings.
40. In these conditions unless there is something in this subject or context inconsistent therewith words importing the singular shall include the plural and vice versa words importing the masculine gender shall include feminine and words importing persons shall include bodies corporate.
41. The technical specification – “Schedule-A” and Price Schedule – A1” to be read in conjunction to make sure of the supply and works involved.
42. The Contractor is required to offer rates as per ChPA’s format “Schedule- A1” without fail and mention taxes and duties.
43. Necessary paid entry passes to be obtained by the contractor at their own cost.
44. The Contractor is advised to visit the site.
45. The ChPA will not be responsible for any loss or damage of Men/materials/plants engaged during the work.
46. The Contractor shall arrange their own tools and plants and other materials and components required for the above work.
47. All transport required for the work shall be arranged by the contractor at their own cost.

48. TERMINATION:

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

(or)

 - iii) If the Contractor, in the judgement of the Employer has engaged in fraud and corruption.
- b) In the event the Employer terminates the Contract in whole or in part, the Employer may procure, upon such terms and in such manner as it deems appropriate, goods or related services similar to those undelivered or not performed, and the contractor shall be liable to the Employer for any additional cost for such similar goods or related services. However, the Contractor shall continue performance of the contract to the extent not terminate. In such terminations Security deposit will be forfeited.

49. VARIATION:

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

**CHIEF MECHANICAL ENGINEER
CHENNAI PORT AUTHORITY**

SCHEDULE OF GENERAL PARTICULARS

1. Name of Tenderer / Manufacturer.
2. Address of Tenderer / Manufacturer
3. Telegraphic / Telex / Fax Code of Tenderer / Manufacturer
4. Name and designation of the office of the Tenderer / Manufacturer to whom all reference shall be made for expeditious Technical Co-ordination.
5. Place of Manufacture
6. Infrastructure facilities
7. Service facilities available
8. Availability of spare parts
9. Tenderer's proposal reference and date
10. Tenderer's validity period (to be specified clearly)
11. Earnest Money as desired deposited
12. Are all Technical details called for and price as called for in schedule filled up.
13. Performance Report.

Signature :

Name :

Designation :

Date :

TENDER FORM

NOTE: Tenderers are required to fill up all the blank spaces in this tender form.

To

The Chief Mechanical Engineer,
Chennai Port Authority,
Chennai – 600 001, India.

1. Having examined the instructions to Tenderers, General conditions of contract, Specifications and Schedules attached to the **“e-TENDER FOR SUPPLY OF LABOUR MEN MAZDOOR TOTAL 720 MANDAYS TO ATTEND THE WORK OF EARTH EXCAVATION, ASPHALT CUTTING, CONCRETE CUTTING, REFILLING, SLAB REMOVAL AND REFIXING OF CAST IRON / CONCRETE MATERIAL AT VARIOUS PLACES INSIDE AND OUTSIDE CHENNAI PORT PREMISES FOR MAINTENANCE OF WATER SUPPLY FOR A PERIOD OF TWO YEARS UNDER TWO COVER SYSTEM”** in conformity with said conditions of contract, specifications, etc. at rates for items or work in the schedule of items of work and rate attached herewith, we guarantee satisfactory performance.
2. We further undertake, if our tender is accepted, we will deposit within 10 days from the date of receipt of order Account Payee demand draft / Banker’s Cheque from any of the Nationalized banks or payment on online in acceptable form, safeguarding in purchaser’s interest in all respects payable at Chennai only to the extent of 3% of the tender price in the manner set forth in the conditions in the General Rules and Directions as Security Deposit.
3. We further undertake, if our tender is accepted to enter into and execute within 30 days, on being called upon to do so, an agreement in the form annexed and the conditions of contract with such modifications as agreed upon.
4. Unless and until a formal agreement is prepared and executed the firm’s tender & ChPA Letter of Indent will form Legal binding on the Tenderer.
5. We agree to abide by this tender for the period of 120 days from the date fixed for receiving the same.
6. We agree to deposit Earnest Money as per the ChPA’s terms and conditions.
7. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of failing to deposit the security deposit in such form as contained in the instructions to Tenderers or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 30 days from the date of receipt of order to commence work, the deposit of Earnest Money shall stand forfeited.
8. We understand that you are not bound to accept the lowest or any tender you may receive.

>><<

FORM OF AGREEMENT

MEMORANDAM OF AGREEMENT made this day of two thousand twenty three at Chennai BETWEEN the Board of Major Port Authority of the Chennai Port, under Major Port Authority Act, 2021. (hereinafter called the Board which expression shall, unless excluded by or repugnant to the context be deemed to include their successors in Office) of the one part

AND

(hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or successors in Office) on the other part.

WHEREAS the Board is desirous of

WHEREAS the Contractor has offered to execute, complete and maintain such works and whereas the Board has accepted the tender of the contractor and whereas the Contractor has deposited a sum of Rs. /- (Rupees.....
.....) as security for due fulfilment of all the conditions of this contract.

NOW THIS AGREEMENT WITNESSES as follows:

1. In this agreement Words and expressions shall have the same meanings as are respectively assigned to them in the condition of the contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement viz.
 - a. Technical Specifications - Schedule `A'
 - b. Schedule of Quantities and prices - BOQ (Price Schedule)
 - c. Special Conditions of Contract - Schedule `B'
 - d. General Conditions of Contract - Schedule `C'
3. The Contractor hereby covenants with the Board to construct, complete and maintain the Works' in conformity in all respects with the provision of the agreement.
4. The Board hereby covenants to pay the Contractor in consideration of such construction, completion and maintenance of the works, the "Contract Price" at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day year first above written.

The common seal of the Board of ChPA
of the Port of Chennai

represented by its Chairman was

hereunto affixed and

Shri. A. JAYASIMHA

Chief Mechanical Engineer thereof

has hereunto set his hand in

the presence of

CHIEF MECHANICAL ENGINEER

The signature is made on behalf of you
and authority from the Chairman of
Major Port Authority of the Chennai
Port, under Major Port Authority Act,
2021.

Signed and sealed by the Contractor in the presence of

1.

2.

CONTRACTOR

FORMAT OF POWER OF ATTORNEY

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

Dated: _____

POWER OF ATTORNEY

To Whomsoever It May Concern

Mr. _____ (Name of the Person(s)), domicile at

_____ (Address), acting as

_____(Designation and name of the firm), and whose signature is
attested below, is hereby authorized on behalf of

_____ (Name of the Tenderer) to provide
information and respond to enquiries etc. as may be required by the Chennai Port
Authority or any governmental authority for the (project title)
_____ and is hereby further
authorized to sign and file relevant documents in respect of the above.

(Attested signature of Mr. _____)

For _____ (Name of the Tenderer)

**SPECIMEN BANK GUARANTEE PERFORMANCE GUARANTEE/ SECURITY
DEPOSIT**

(To be executed on Rs.100/- non-judicial Stamp Paper)

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

In consideration of the Board of **Major Port Authority** of the **Chennai Port** incorporated by the Major Port Authority Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Major Port Authority of the Port of **[insert name of Port]**, its successors and assigns) having agreed to exempt _____ (hereinafter called the "Contractor")

(Name of the Contractor/s)

from the demand under the terms and conditions of the Contract, vide _____ 's letter No. _____

(Name of the Department)

date _____ made between the Contractors and the Board for execution of _____ covered under Tender No. _____ dated _____ (hereinafter called "the said contract") for the payment of Performance Guarantee in cash or Lodgement of Government Promissory Loan Notes for the due fulfillment by the said Contractors of the terms and conditions of the said Contract, on production of a Bank Guarantee for Rs. _____ (Rupees _____) only we, the (Name of the Bank and Address) _____

_____ (hereinafter referred to as "the Bank") at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract.

2. We, _____, _____, do hereby
(Name of Bank) (Name of Branch)

undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount

claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said contract or by reason of the Contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. _____ (Rupees _____) only.

3. We, _____, undertake to pay to the
(Name of Bank and Branch)

Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, _____ further agree with the Board that
(Name of Bank and Branch)

the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the

(Name of the user department)

of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall be the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, _____ further agree with the Board
(Name of Bank and Branch)

that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to be Contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractors or by any such matter or thing

whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. It is also hereby agreed that the Courts in **[insert city]** would have exclusive jurisdiction in respect of claims, if any, under this Guarantee and en-cashable at Mangalore local branch.

8. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

9. *Notwithstanding anything contained herein :

a) Our liability under this Bank Guarantee shall not exceed Rs. _____
(Rupees _____ only);

b) This Bank Guarantee shall be valid upto _____; and

c) we are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee).”

Date _____ day of _____ 20

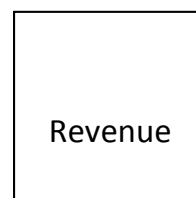
For (Name of Bank)

(Name)

Signature

i) **PROFORMA FOR ADVANCE STAMPED RECEIPT FOR
SUCCESSFUL TENDERER**

Received from the Chairman, Chennai Port Authority, Chennai a sum of
Rs.11,420/- (Rupees Eleven thousand four hundred and twenty only)
towards refund of Earnest Money Deposit vide Tender
No.**MEE/26/2022/Dy.CME (MP&OH)**.



Signature with Office Seal

- ii) The DD towards EMD will be returned to the unsuccessful tenderers after finalization of the Tender.

Note: The above letter is to be submitted in Company's Letter head.

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BANK DETAILS FOR ECS PAYMENT

1. Name of the Bank and Branch
2. Account Number
3. MICR Number
4. Type of Account
5. IFSC Number
6. GST Number
7. Copy of PAN Card
8. ESI Registration No.
9. PF Registration No.

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

(Hard Copy Submitted by Firm's Letter head)

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 July2020 & 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) is 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 Authorized Signatory

(Signature and Name)

Seal of the Bidder

*Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached.

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 16.09.2020.

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 16.09.2020.

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.....
- iii. 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 – X

DECLARATION FORM

S.No.	DESCRIPTION	YES / NO
1	Agreed all Port Authority Terms and Conditions	
2	Have you even been black-listed by any Government / PSU	

Place:

Firm's sign and seal

Date :