



CHENNAI PORT TRUST
No.1 Rajaji Salai
Chennai – 600 001

Tender No. T/WMA4/08/2021/E

TENDER FOR ANNUAL CONTRACT FOR CUTTING THE WEEDS, BUSHES, SHRUBS & OTHER UNWANTED VEGETATION ETC., USING WEEDS CUTTING MACHINE AND SPRAYING OF CHEMICAL IN AND AROUND THE RAILWAY TRACKS AND YARDS AT INNER HARBOUR IN CHENNAI PORT TRUST.

THROUGH E-PROCUREMENT MODE

Volume – I
(Technical Bid)

Last Date of online submission	: 15 00 Hrs. on	10.06.2021
Due Date & Time of bid opening	: 15 30 Hrs. on	11.06.2021

CHENNAI PORT TRUST

TENDER FOR ANNUAL CONTRACT FOR CUTTING THE WEEDS, BUSHES, SHRUBS & OTHER UNWANTED VEGETATION ETC., USING WEEDS CUTTING MACHINE AND SPRAYING OF CHEMICAL IN AND AROUND THE RAILWAY TRACKS AND YARDS AT INNER HARBOUR IN CHENNAI PORT TRUST.

Tender No: T/WMA4/08 /2021/E

THROUGH E-PROCUREMENT MODE

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CHENNAI PORT TRUST
ONLINE BID REFERENCE

TENDER NO. T/WMA4/ 08 /2021/E

TENDER FOR ANNUAL CONTRACT FOR CUTTING THE WEEDS, BUSHES, SHRUBS & OTHER UNWANTED VEGETATION ETC., USING WEEDS CUTTING MACHINE AND SPRAYING OF CHEMICAL IN AND AROUND THE RAILWAY TRACKS AND YARDS AT INNER HARBOUR IN CHENNAI PORT TRUST.

THROUGH E-PROCUREMENT MODE

PERIOD OF DOWNLOADING
BIDDING DOCUMENT : 21.05.2021 TO 10.06.2021

START DATE & TIME FOR
ONLINE SUBMISSION OF BID : 04.06.2021 TIME 1200 HOURS

LAST DATE & TIME FOR
ONLINE SUBMISSION OF BID : 10.06.2021 TIME 1500 HOURS

TIME & DATE OF
OPENING OF TECHNICAL BID : 11.06.2021 TIME 1530 HOURS

TIME & DATE OF
OPENING OF PRICE BID : INTIMATED LATER

PLACE OF OPENING
OF TECHNICAL BID : CHENNAI PORT TRUST,
3rd FLOOR, ADMINISTRATIVE
BUILDING,
No.1, RAJAJI SALAI,
CHENNAI – 600 001.

CHIEF ENGINEER
CHENNAI PORT TRUST

NIT : e –procurement portal



**CHENNAI PORT TRUST
ENGINEERING DEPARTMENT**
No.1,Rajaji salai, Chennai-600001

Online tenders are invited through e-procurement mode under Two cover system from GST registered Contractors/firms only those who are all satisfy the eligibility criteria for the work of Tender for "ANNUAL CONTRACT FOR CUTTING THE WEEDS, BUSHES, SHRUBS & OTHER UNWANTED VEGETATION ETC., USING WEEDS CUTTING MACHINE AND SPRAYING OF CHEMICAL IN AND AROUND THE RAILWAY TRACKS AND YARDS AT INNER HARBOUR IN CHENNAI PORT TRUST" as per details furnished here under.

Estimated Cost: Rs. 7,15,200/- (approx) EMD: Rs. 14,300/-

Completion period: 365 Days

Minimum Qualification Criteria:

- (i) Average annual financial turnover during the last 3 years ending 31st March 2020, should be at least Rs.2.15 lakhs/- and
- (ii) Experience of having successfully completed similar works during the last 7 years ending 30th April 2021 as follows:
 - (a) Three similar completed works each costing not less than Rs.2.86 lakhs/-
 - (or)
 - (b) Two similar completed works each costing not less than Rs. 3.58 lakhs/- (or)
 - (C) One similar completed work costing not less than Rs. 5.72 lakhs /-

Note:- "Similar work" means, " Any civil works".

Documentary proof such as copy of work order / agreement and completion certificate for the technical experience and audited balance sheet, Profit & Loss account statements for annual turn over certified by Chartered Accountant for meeting eligibility criteria shall be Uploaded under tender document- technical bid link through e-procurement mode. *The Tenderer may upload either Notarised or self attested copies of the documents. The successful Tenderer should produce the original documents for verification before award of work.* If the bidder has executed the work for private firms or as a sub contract, the TDS certificate for the particular year along with above mentioned documents shall be Uploaded. The price bids of those firms who do not meet the eligibility criteria will not be opened. All the documents as per Form-I to Form-X and Annexure- 1,2,3 shall be uploaded through e-procurement portal after scanning in pdf format in the Tender Document – Technical Bid.

The GST registered Contractors/firms only eligible to participate the tender. The complete tender document can be Down loaded from Chennai Port Trust website: www.chennaiport.gov.in & under e-procurement portal. The scanned copy of EMD in the form of Account Payee Demand Draft/ Fixed Deposit Receipt/Bankers Cheque or Bank Guarantee in single instrument can be accepted from any of the Commercial Banks drawn in favour of 'The Chairman, Chennai Port Trust' payable at Chennai shall be uploaded with the tender document - Technical bid while submitting the tender electronically in the e-procurement Portal.

The original financial single instrument towards EMD shall be submitted to "Office of the Chief Engineer, Chennai Port Trust" Third floor of Admin. building before opening of Technical Bid latest by 15.00 hrs on 10.06.2021. Non submission of EMD within the above period will lead to disqualification of bid.

Note: The exemption certificate from NSIC/MSME is applicable for exemption from payment of EMD only. Copy of NSIC/MSME should be uploaded along with the Technical bid failing which the bidder will be disqualified/ Rejected.

Down loading period of bid document :	21.05.2021 to 10.06.2021	Start date
& time for online bid submission	04.06.2021	at 1200hrs
Last date & time for online bid submission	10.06.2021	at 1500 hrs
Date & Time of opening of bid	11.06.2021	at 1530 hrs

For details, visit our web site www.chennaiportgov.in & <http://eprocure.gov.in>

T/WMA4/ 08/2021/E

CHIEF ENGINEER

CHENNAI PORT TRUST
NOTICE INVITING ONLINE TENDERS

Tender No. T/WMA4/ 08 /2021/E

TENDER FOR ANNUAL CONTRACT FOR CUTTING THE WEEDS, BUSHES, SHRUBS & OTHER UNWANTED VEGETATION ETC., USING WEEDS CUTTING MACHINE AND SPRAYING OF CHEMICAL IN AND AROUND THE RAILWAY TRACKS AND YARDS AT INNER HARBOUR IN CHENNAI PORT TRUST.

- 1.1 Online tenders through e-procurement mode are invited by Chennai Port Trust from the reputed Contractors for executing the work of Tender for “ANNUAL CONTRACT FOR CUTTING THE WEEDS, BUSHES, SHRUBS & OTHER UNWANTED VEGETATION ETC., USING WEEDS CUTTING MACHINE AND SPRAYING OF CHEMICAL IN AND AROUND THE RAILWAY TRACKS AND YARDS AT INNER HARBOUR IN CHENNAI PORT TRUST ” under two cover system. The estimated cost put to tender is Rs. 7,15,200/-
- 1.2 The tender document through e-procurement mode is open from 21.05.2021 to 10.06.2021 can be downloaded from the Ch.P.T official website and through e-procurement portal link.
- 1.3 One set of tender document consists of two volumes (Volumes-I & II). Volume-I (Technical Bid) comprises all Technical & commercial offer documents including drawings and Volume-II (Price Bid) comprises all Price bid documents.
- 1.4 The complete tender document including drawing can be downloaded from Chennai Port Trust website: www.chennaiport.gov.in and e-procurement portal link and submit as tender offer on or before the due date and time of submission. The Tenderer shall upload the scanned copy of the DD instrument towards EMD as proof while submitting the tender electronically in the e-procurement Portal. The DD in single instrument in original shall be forwarded along with EMD to reach the Ch.P.T before opening the technical bid. Mere uploading of proof of DD towards EMD cost in the e-procurement portal and non submission of the original financial instruments after the above deadline lead to disqualification of bids.
- 1.5 The EMD of **Rs.14,300/-** (Rupees fourteen thousands three hundred only) as per Clause 16 A of section-I shall be paid as described in the Tender Document. The tender offer shall have to be submitted by the Tenderer only through e-procurement mode as explained in the tender document.
- 1.5.1 The EMD shall be submitted in the form of Demand Draft/ Fixed Deposit Receipt/Bankers Cheque or Bank Guarantee in single instrument from any of the Commercial bank drawn in favour of ‘The Chairman, Chennai Port Trust’ payable at Chennai-600001.

1.5.2 Central / State PSU / PSE are exempted from payment of EMD. The proof that the tenderer is PSU / PSE must be submitted along with Technical Bid or else their bid is liable to be rejected.

Exemptions from EMD will be allowed in case of units registered with National Small Scale Industries Corporation (NSIC) /Micro Small and Medium Enterprise (MSME) registered with NSIC. The Registration Certificate shall be valid as on due date of Tender / extended due date of the Tender, if any. Techno-commercial bid shall be accompanied by a Photocopy of valid NSIC Registration Certificate/MSME Registration Certificate issued by Competent Government Bodies to be eligible for the above exemptions. Also, the Certificate (NSIC / MSME) shall cover the items which are of similar nature to those covered in the subject tender to avail EMD fee exemptions. Photocopy of application for Registration as NSIC / MSME or for renewal of NSIC / MSME will not be accepted and, such offers will be treated as offers received without EMD and liable to be rejected.

A tenderer who claims exemption from payment of EMD shall upload the relevant document(s) in e-procurement portal.

1.5.3 The proof of EMD shall be uploaded as a scanned copy of the instrument through e-procurement mode under the Tender Document – Technical Bid while submitting tender electronically in the e-procurement portal. The original EMD must reach Chennai Port Trust in corresponding address before opening of Technical Bid as per the date and time given in this tender. Mere uploading of EMD document in the portal and non- submission of the original EMD at the address given below before the Technical Bid opening date & time will lead to technical bid opening disqualification of the bid by the bidder:-

Chief Engineer,
No.1, Rajaji salai,
3rd Floor, Administrative office building
Chennai Port Trust,
Chennai – 600 001.

The original EMD instrument (Demand Draft/ Fixed Deposit Receipt/Bankers Cheque or Bank Guarantee) can also be dropped in the Tender Box kept at the above address.

The tender offer shall have to be submitted by the Tenderer only through e-procurement mode as explained in the Tender Document.

1.6 The offer (both Techno-Commercial & Price) must be valid for a minimum of 120 days from the last date of online submission of offer; otherwise the offer shall be rejected as non-responsive.

1.7 Bidding is open to all eligible bidders meeting the eligibility criteria as defined in Clause 4 of Section-I (Instructions to Bidders) and bidders are advised to note the minimum qualification criteria specified below to qualify for the award of the contract.

Minimum Qualification Criteria:

- (i) Average annual financial turnover during the last 3 years ending 31st March 2020, should be at least Rs.2.15 lakhs/- and

(ii) Experience of having successfully completed similar works during the last 7 years ending 30th April 2021 as follows:

(a) Three similar completed works each costing not less than Rs. 2.86 lakhs
(or)

(b) Two similar completed works each costing not less than Rs. 3.58 lakhs/-
(or)

(C) One similar completed work costing not less than Rs. 5.72 lakhs /-

Note:- “Similar work” means, “ ANY CIVIL WORKS IN THE LAST 7 YEARS”.

Documentary proof such as copy of work order / agreement and completion certificate for the technical experience and audited balance sheet, Profit & Loss account statements for annual turn over certified by Chartered Accountant for meeting eligibility criteria shall be Uploaded under tender document- technical bid link through e-procurement mode. The Tenderer may upload either Notarised or self attested copies of the documents. The successful Tenderer should produce the original documents for verification before award of work. If the bidder has executed the work for private firms or as a sub contract, the TDS certificate for the particular year along with above mentioned documents shall be Uploaded. The price bids of those firms who do not meet the eligibility criteria will not be opened. All the documents as per Form-I to Form-X and Annexure-1,2,3 shall be uploaded through e-procurement portal after scanning in pdf format in the Tender Document – Technical Bid.

- 1.8 The Employer/Board do not bind themselves to accept the lowest or any tender and reserve the right to accept any tender in part or to reject any tender without assigning any reason there for.
- 1.9 The prospective Tenderer shall submit queries if any through e-tendering portal addressed to the Chief Engineer, Chennai Port Trust, Chennai in connection with this tender well in advance, so that the queries can be clarified. The bidders queries will be clarified through e-procurement portal.
- 1.10 The due date of online submission of offers will be 10.06.2021 at 1500 hrs, unless otherwise notified. In the event of changes in the schedules, the Chief Engineer, Chennai Port Trust notifies the same only through www.chennaiport.gov.in and e-procurement portal link.
- 1.11 If the offers are not received according to the instructions detailed here above, they shall be liable for rejection.

CHIEF ENGINEER
CHENNAI PORT TRUST

CHENNAI PORT TRUST

TENDER FOR ANNUAL CONTRACT FOR CUTTING THE WEEDS, BUSHES, SHRUBS & OTHER UNWANTED VEGETATION ETC., USING WEEDS CUTTING MACHINE AND SPRAYING OF CHEMICAL IN AND AROUND THE RAILWAY TRACKS AND YARDS AT INNER HARBOUR IN CHENNAI PORT TRUST.

INSTRUCTIONS FOR ONLINE BID SUBMISSION

- I Bidders to follow the following procedure to submit the bids online through the e-Procurement portal <http://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 MTNL/SIFY/TCS/nCode/eMudhra 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. Bidder may read the tenders published in the Port web site and download the required documents/tender schedules for the interested tenders.
 5. Bidder then logs into the site using the secured login by giving the user id/password chosen during registration and password of the DSC/e-token class-III.
 6. Only one DSC/e-token class-III should be used for a bidder and should not be misused by others. If a bidder uses more than one DSC token, the bid would summarily rejected.
 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 clarified through online. Bidder should take into account of the Addendums published before submitting the bids through online.
 9. Bidder must prepare the bid documents to be submitted in advance as indicated in the tender and it should be in required format. If there is more than one document, they can be clubbed together.
 10. Bidder should submit the EMD 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 and time of bid submission.

11. Bidder selects the interested tender by 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 should 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. The details of the DD instrument / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.

15 (a).

EARNEST MONEY DEPOSIT	Rs.14,300/- (Rupees fourteen thousands three hundred only)
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MODE OF PAYMENT OF EMD	In the form of Account payee / Demand Draft/Fixed Deposit Receipt / Bankers Cheque (or) Bank guarantee in single instrument can be accepted from any of the Commercial Bank safeguarding the purchaser's interest in all respects in favour of 'The Chairman, Chennai Port Trust' payable at Chennai.
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As per MSME

Act, 2006 (or Erstwhile NSIC Registered parties), Central /State /PSUs will be exempted for submission of EMD, provided party is registered for the similar nature of works as in the tender. However, ChPT reserves the right for rejection of the tender if the certificate submitted by the tenderer is found unsatisfactory for exemption of EMD.

Bidder of this tender shall upload a scanned copy as proof of EMD instrument in the Tender Document – Technical Bid while submitting the tender electronically in the e-procurement Portal. The original EMD instrument must reach the Chennai Port Trust, Chennai in corresponding address before opening of technical bid as per the date and time given in this tender. Mere uploading proof of EMD instrument in the portal and non-submission of the original EMD instrument at the address given before the technical bid opening date and time will lead to technical disqualification of the bid by the bidder.

The original EMD instrument (DD/FDR/BC or BG) should be sealed in an envelope and reached to 3rd Floor, Administrative Building, Chennai Port Trust, No.1, Rajaji Salai, Chennai – 600

01. Clearly mentioning the Tender No., Subject of the Tender and Name of the Party on the Envelope on or before due date and time..

- 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 format Price bid) 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, his bid will be rejected.
 - 17.1 The item rate is to be indicated against each item of work/s.
 - 17.2 The rate will be applicable to the item against which the rate is quoted.
 - 17.3 The figures entered in the column notified as Rates will have automatic conversion to words in next column and thereafter the amount is calculated with multiplication of rate and quantity. This would be carried forward until end of BOQ and the total amount is calculated automatically and tenderer need not insert anything other than rate in figures and name of the firm.
 - 17.4 The tendering system will give a successful bid updation message and then a bid summary will be shown with the bid no., the date and time of submission of the bid and all other relevant details. The bidder has to submit the relevant documents required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 18 The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
- 19 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.
- 20 For any clarifications with the Tender Inviting Authority (TIA), the bid number can be used as a reference.
- 21 Bidder should log into the site well in advance for bid submission so as to submit 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.
- 22 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.

- 23 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.
- 24 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 & cannot be viewed by any one until the prescribed date & time of bid opening.
- 25 The confidentiality of the bid is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 26 Any document 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 buyers public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- 27 For any queries related to portal, the bidders are asked to contact by Mail cppp.nic@nic.in or by phone 1-800-3070-2232 or 917878007972 or 91-7878007973 well in advance.
- 28 Tenderer is required to submit their tender through online in the form of Two Cover System on or before schedule bid due date of closing and time as notified in NIT. The tender received after the due date and time will not be entertained.
- 29 Tender Document can be submitted online only in the designated e-procurement portal eprocure.gov.in on or before the due date and time. The time of opening of technical bid will be as notified in the NIT.
- 30 Tenderer should submit the tender as per specification of work, drawings and in accordance with the instructions to bidders, General Conditions of Contract.

II. COVER – I DETAILS: TECHNICAL BID

This shall contain the following:-

1. Scanned Copy of demand drafts towards EMD/Exemption certificate as per Tender document
2. Scanned notarized or Self attested copy of work order / agreement and completion certificate for similar works.
3. Scanned copy of notarized CA certified Auditors balance sheet, P and L account Statement during last 3 years.
4. Scanned copy of documents as per Form I to X and Annexure-1, 2 & 3

5. Scanned Copy of Form of Bid, Contractors Bid and letter of Submission
 6. Technical Bid Document – Cover I (Section I To V) with all amendments and clarification.
- The original Account payee / Demand Draft/Fixed Deposit Receipt / Bankers Cheque (or) Bank guarantee in single instrument can be accepted from any of the Commercial Bank towards EMD must reach Chennai Port Trust in corresponding address before opening of Technical Bid as per the date and time given in this tender.

COVER – II DETAILS : PRICE BID (BOQ) – Price Schedule

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 lead to rejection of the bid outright.

For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The price bid submitted through e-procurement mode only will be taken up for the purpose for evaluation.

III. 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. Contains EMD and cost of the tender document (wherever applicable).
 - e. It contains information in formats specified in the Tender Document.
 - f. It mentions the validity period as set out in the document.
 - g. It provides the information in reasonable detail. The Port Trust reserves the right to determine whether the information has been provided in reasonable detail.
 - h. There are no significant inconsistencies between the proposal and the supporting documents.
 - i. The Technical qualification conforms to as specified in the qualification criteria of General Rules and directions for the guidance of the Tenderer.
 - j. 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 one (1) which affects in any substantial way, the scope, quality, or performance of the Tenderer or
(2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicant presenting substantially responsive bids.
 - k. The Port Trust 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 Trust in respect of such Tenders.
 - l. The Port Trust would have the right to review the Technical Qualification and seek clarifications wherever necessary.

- 2) Since the tender involves selection based on pre-qualification criteria and technical specification, the Chief Engineer will examine and seek clarification if any and list out the firms, which are found technically suitable and Cover-II Price Bid of such tenders only will be opened and EMD will be returned to the disqualified tenderers.
- a. The date and time will be intimated to tenderers whose offers are found suitable and Cover – II of such tenderers will be opened on the specified date and time.
 - b. The cost of stamping Agreement must be borne by the successful Tenderer.
 - c. Tenderers should obtain temporary pass from the Port Asst. Traffic Manager (Central Pass Section) near Anchor Gate Hospital or from the Administrative Office, 3rd Floor, Administrative Building, Chennai Port Trust, Rajaji Salai, Chennai – 600 001 to gain entry into the Trust's premises if necessary.
 - d. 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 ENGINEER
CHENNAI PORT TRUST

CHENNAI PORT TRUST

TENDER FOR ANNUAL CONTRACT FOR CUTTING THE WEEDS, BUSHES, SHRUBS & OTHER UNWANTED VEGETATION ETC., USING WEEDS CUTTING MACHINE AND SPRAYING OF CHEMICAL IN AND AROUND THE RAILWAY TRACKS AND YARDS AT INNER HARBOUR IN CHENNAI PORT TRUST.

THROUGH E-PROCUREMENT MODE

VOLUME I

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CHENNAI PORT TRUST

TENDER FOR ANNUAL CONTRACT FOR CUTTING THE WEEDS, BUSHES, SHRUBS & OTHER UNWANTED VEGETATION ETC., USING WEEDS CUTTING MACHINE AND SPRAYING OF CHEMICAL IN AND AROUND THE RAILWAY TRACKS AND YARDS AT INNER HARBOUR IN CHENNAI PORT TRUST.

SECTION I

INSTRUCTIONS TO BIDDERS

1. Scope of Bid

1.1 Chennai Port Trust hereinafter termed “the Employer” invites online bids for the work of “ANNUAL CONTRACT FOR CUTTING THE WEEDS, BUSHES, SHRUBS & OTHER UNWANTED VEGETATION ETC., USING WEEDS CUTTING MACHINE AND SPRAYING OF CHEMICAL IN AND AROUND THE RAILWAY TRACKS AND YARDS AT INNER HARBOUR IN CHENNAI PORT TRUST” as defined in the bid documents (hereinafter referred to as the ‘Works’). The bidder may submit bid for the works detailed in the NIT through e-procurement mode.

1.2 The Contract period is 365 days from the date of commencement of the work as detailed elsewhere in the contract.

2. Source of Funds:

2.1 The Employer has arranged the funds from internal resources and will have sufficient funds in Indian Currency for execution of the works.

3. Eligible Bidders

3.1 The invitation for Bids is open to all eligible bidders meeting the qualification criteria as defined in Clause.4

3.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Employer in accordance with Clause 35.

4. Eligibility Criteria

4.1 The bidders shall upload the following information and documents.
Tender Document – Technical Bid submission as

(a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;

(b) Annual financial turnover during last three years in Form-II

(c) Experience in works of a similar nature and size for each of the last seven years in Form-IV

(d) Major items of construction equipment proposed to carry out the Contract;

(e) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years;

4.2 To qualify for award of the contract, bidders are advised to note the minimum qualification criteria specified below:

(iii) Average annual financial turnover during the last 3 years ending 31st March 2020, should be at least Rs.2.15 lakhs/- and Experience of having successfully completed similar works during the last 7 years ending 30th April 2021 as follows:

(c) Three similar completed works each costing not less than Rs. 2.86 lakhs
(or)

(d) Two similar completed works each costing not less than Rs. 3.58 lakhs/-
(or)

(C) One similar completed work costing not less than Rs. 5.72 lakhs /-

Note:- "Similar work" means, "ANY CIVIL WORKS IN THE LAST 7 YEARS".

Documentary proof such as copy of work order / agreement and completion certificate for the technical experience and audited balance sheet, Profit & Loss account statements for annual turn over certified by Chartered Accountant for meeting eligibility criteria shall be Uploaded under tender document- technical bid link through e-procurement mode. The Tenderer may upload either Notarised or self attested copies of the documents. The successful Tenderer should produce the original documents for verification before award of work. If the bidder has executed the work for private firms or as a sub contract, the TDS certificate for the particular year along with above mentioned documents shall be Uploaded. The price bids of those firms who do not meet the eligibility criteria will not be opened. All the documents as per Form-I to Form-X and Annexure-1,2,3 shall be uploaded through e-procurement portal after scanning in pdf format in the Tender Document – Technical Bid.

Originals such as Account payee / Demand Draft/Fixed Deposit Receipt / Bankers Cheque or Bank guarantee in single instrument can be accepted from any of the Commercial Bank should be reached Chennai Port Trust before opening of the technical bid.

4.3 Sub-Contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

4.4 Even though the bidders meet the minimum qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;

- and/or

- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.,

5. One Bid per Bidder
Each Bidder shall submit only bid for one package. A bidder who submits or participates in more than one bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.
6. Cost of Bidding
The bidder shall bear all costs associated with the preparation and submission of his Bid through online, and the Employer will in no case be responsible and liable for those costs.
7. Site Visit
- 7.1 The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the site shall be borne by the tenderer. Permission required to visit the site will be given during the tender period on application to:
- The Chief Engineer,
Chennai Port Trust,
No.1 Rajaji Salai,
Chennai – 600 001.
Telephone : 044 – 2536 2201 Extn 2248
- 7.2 The tenderer and any of his personnel or agents will be granted permission by the Employer's Engineer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel and agents, will release and indemnify the Employer's Engineer from and against all liability in respect of such inspection and will also be responsible for death or personal injury, loss or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- 7.3 It is the responsibility of Tenderers to visit the site as set out in 7.1 above and obtain all information necessary for the purpose of preparing Tenders. Tenderers must inspect and fully satisfy themselves as to:
- The requirements and extent of the Works.
 - The means of access to the Site.
 - The topographical and bathymetric features of the Site which may affect the tender.
8. Content of Tender Documents
The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 10:

8.1 VOLUME – I (TECHNICAL BID) UNDER COVER I

- i) Notice Inviting Tender
- ii) Instructions for on line tender submission
- iii) Section I - Instructions to Bidders.
- iv) Section II - General Description of work and other conditions.
- v) Section III - Specification of materials and works
- vi) Section IV - General Conditions of contract
- vii) Section V - Schedule of Drawings
- viii) Form of Agreement
- x) Pre-qualification Questionnaire (I To X)
- xi) Format for Declaration – (Annexure-1)
- xii) Indemnity bond undertaking proforma for 'PF'- (Annexure-2)
- xiii) Indemnity bond undertaking proforma for 'ESI' – (Annexure-3)
- xiv) Preamble to Bill of quantities.

VOLUME – II (PRICE BID) UNDER COVER II Bill of quantities.

8.2 Any indication of “Quoted price” in the technical bid, shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. The hard copy shall be used only for reference purpose. Any documents submitted in hard copy but not uploaded on the e-procurement portal shall be treated as irreverent.

8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, drawings, and annexure in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Pursuant to Clause 26 hereof, bids which are not substantially responsive to the requirements of the bid documents shall be rejected.

9. Clarification of Bidding Documents

A Prospective Tenderer requiring any clarification regarding the tender documents may notify through e-procurement portal or E-mail dycemdo@ yahoo.in at the Chief Engineer's address indicated in the Invitation of Tenders. The Employer's Engineer will respond to any request for clarification, which he receives 7 days prior to the deadline for submission of tenders.

10 Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the Chief Engineer may modify the bidding documents by using addenda.

10.2 Any addendum thus issued shall be part of the bidding documents and shall be hosted in Ch.P.T web site and e-procurement portal. The amendment so issued will form part of the tender document and shall be binding upon the tenderers.

The responsibility of downloading such addendum/amendment from Ch.P.T website and e-procurement portal fully lies with the bidder

10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Chief Engineer shall extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

11. Preparations and Submission of Bid

11.1 Language of the Bid

All documents relating to the bid shall be in the English language

12 Documents comprising the Bid

12.1 The bid submitted by the bidder shall comprise the following:

A) Technical Bid (Volume I)

The following documents shall be submitted online only

1. Scanned Copy of demand drafts towards EMD/Exemption certificate as per tender.
2. Scanned notarized or Self attested copy of work order / agreement and completion certificate for similar works.
3. Scanned copy of notarized CA certified Auditors balance sheet, P and L account Statement during last 3 years and if the bidder has executed the work for private firms or as a sub contract, the TDS certificate for the particular year along with above mentioned documents shall be submitted.
4. Scanned copy of filled up documents as per Form I with enclosures & upto form X and Annexure-1 to 3
5. Scanned Copy of Form of Bid, Contractors Bid and letter of Submission and its enclosures.
6. Technical Bid Document – Cover I (Section I To V) with all amendments and clarification, if any.

The original financial instruments towards EMD must reach Chennai Port Trust in corresponding address before opening of Technical Bid as per the date and time given in this tender.

B) Price Bid (Volume- II)

Priced Bill of quantities duly filled. XL sheet

13. Bid Prices

13.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted through e-procurement portal by the Bidder.

13.2 The Bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities through e-procurement portal .xle format. Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

13.3 The rate quoted by the contractor/supplier shall be inclusive of Taxes and duties, other than GST. Applicable GST will be paid by ChPT based

on the Tax Invoice. The Financial evaluation will be based on the total base price quoted by the Contractor / Supplier excluding GST.

14. Currencies of Bid and payment

14.1 The Unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

15. Bid Validity:

15.1 Bids shall remain valid for a period not less than 120 days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder agreeing to the request will not be permitted to modify his bid and also shall submit an extension for EMD, if necessary .

16. Bid Security (Earnest Money Deposit – EMD)

a. The bidder shall have to pay the Earnest Money Deposit of Rs. 14,300/-.

b. The EMD shall be payable either by Account payee/ Demand Draft/Fixed Deposit Receipt / Bankers Cheque or Bank guarantee in single instrument only drawn in favour of "The Chairman, Chennai Port Trust" from any of the Commercial Bank payable at Chennai- 600 001.

c. Bid securities of unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

d. EMD be refunded suo-motto without any application from the bidders.

e. The Bid Security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance Security.

f. The Bid Security may be forfeited, if

a) The Bidder withdraws the Bid after Bid opening during the period of Bid Validity; or

b) The EMD shall be retained until finalization of Tenders. If any statements documents / information submitted by Tenderer is found false / incorrect. Willful misrepresentation or omission of facts or fake / forged documents, the EMD shall be forfeited; or

c) The successful Bidder fails within the specified time limit to

i) sign the Agreement or

ii) furnish the required performance security

17. Alternative Proposals by Bidders

Not applicable

- 18. Format and signing of Bid
- 18.1 The Bid shall be in online mode
- 18.2 The Bid shall contain no alterations or additions, except those comply with instructions issued by the Employer.
- 19. Sealing and Marking of Bids
- 19.1 The bidder shall put original bid security document as per Clause No.16, hereof in one envelope and properly seal and mark as “Bid Security”.
- 19.2 The envelopes shall
 - a) be addressed to “The Chief Engineer, Chennai Port Trust, No.1 Rajaji Salai, Chennai-600 001”
 - b) bear the following identification:

Bid for “ANNUAL CONTRACT FOR CUTTING THE WEEDS, BUSHES, SHRUBS & OTHER UNWANTED VEGETATION ETC., USING WEEDS CUTTING MACHINE AND SPRAYING OF CHEMICAL IN AND AROUND THE RAILWAY TRACKS AND YARDS AT INNER HARBOUR IN CHENNAI PORT TRUST.”

Bid Reference No: T/WMA4/08 /2021/E

DO NOT OPEN BEFORE (1530HRS & DATE: 11.06.2021)

Name and Address of the Bidder

And shall reach the office of The Chief Engineer, 3rd floor of Administrative building, Chennai Port Trust, No.1 Rajaji Salai, Chennai-600 001 latest by 15.00 hrs **on 11.06.2021 and open at 1530 hrs** on the same date in presence of the tenderers who may wish to be present.

- 19.3 In addition to the identification required in Sub-Clause 19.2, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 21, or the bid is declared non responsive. If the outer envelopes are not sealed and marked as above, the Chief Engineer will assume no responsibility for the misplacement or premature opening of the Technical bid and Financial bid.
- 19.4 Tender document including quoted bid price have to be submitted online only before deadline for online submission of bid. For evaluation purpose the uploaded offer documents will be treated as authentic and final. Any documents submitted in the form of hard copy except original financial instruments towards cost of tender document and EMD shall be treated as irrelevant.
- 20.0 Deadline for online Submission of Bids
- 20.1 The completed bid shall be submitted in the electronic form by **1500 Hrs. on 10.06.2021** only through e-procurement portal.
- 20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

20.3 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 lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The bid submitted through e-procurement mode only will be taken up for the purpose for evaluation.

The uploaded Port Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted/uploaded by the tenderer, the conditions mentioned in the port's uploaded document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

21. Late Bids

21.1 The tenderer should ensure that their tender is received online at Ch.P.T before the deadline prescribed in Clause 20.

The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The bidders should adhere to this time during bid submission.

22. Modification By Withdrawal and Resubmission of Bids

22.1 Bidders may modify the offers by withdrawing their already freezed bids in online only through e-procurement portal (after submission of bid) and resubmit/ upload the revised offer before the deadline prescribed in Clause 20.

22.2 No bid shall be withdrawn and resubmitted through e-procurement portal by the bidder after the deadline for submission of bids.

22.3 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bid Security pursuant to Clause 16.

22.4 Bidders may only modify the prices and other required details of their Bids by Resubmitting Bid only in accordance with this clause through e-procurement portal.

Bid Opening and Evaluation

23. Bid Opening

23.1 On the due date and time as specified in Clause 20, the Employer will first open Technical bids of all bids received online (except those received late) including resubmitted pursuant to clause 22 in presence of the Bidders or their representatives who choose to attend. In the event of specified date for bid opening declared as holiday by the Employer, the bid will be opened at the appointed time and location on the next working day.

23.2 If all Bidders have submitted unconditional Bids together with requisite Bid security, then all Bidders will be so informed then and there. If any Bid contains any deviation from the Bids documents and / or if the

same does not contains Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly.

- 23.3 The date and time of opening of price bid (cover-II) shall be intimated to the qualified tenderers based on the evaluation of the technical bid. The price bid (cover-II) of such eligible tenderers shall be opened on the specified date and time in the presence of the qualified tenderers or their authorized representatives.

24. Process to be Confidential

Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.

25. Clarification of Bids

- 25.1 To assist in the examination and comparison Bids, the Employer may, at his discretion, ask any bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic / typing errors discovered by the Chief Engineer in the evaluation of the Bids in accordance with Clause 27.

- 25.2 Subject to Sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the online bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Chief Engineer, he should do so in online mode /writing only.

- 25.3 Any effort by the Bidder to influence the Chief Engineer's bid evaluation, bid comparison, or contract award decisions, may result in the rejection of his bid.

26. Examination of Technical Bids and Determination of Responsiveness of Technical Bid

- 26.1 Prior to detailed evaluation of Technical Bids, the Employer will determine whether each the bid (a) meets the eligibility criteria defined in clause 4 (b) has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall interalia include a provision to bind the bidder to settlement of disputes clause; (c) is accompanied by the required Bid Security and cost of tender document; (d) is responsive to requirements of the bidding documents.

- 26.2 A substantially responsive Technical and financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without materials deviation or reservation. A materials deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the Works; (b) which limits in any

- substantial way; the Employers' rights or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.
- 26.3 If a Technical Bid is not substantially responsive, it will be rejected by the Employer. The financial bid of those bidders whose Technical bid has been determined to be non-responsive shall not be opened in online mode.
- 27 Correction of Errors (in Price Bid)
- 27.1 Not applicable for online tenders.
28. Evaluation and Comparison of Bids
- 28.1 The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause 26.
- 28.2 If the Bid of the successful Bidder is seriously unbalanced in relation to the Employer's Engineer estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those price with the implementation/construction methods and schedule proposed.
- Award of Contract
29. Award Criteria
- 29.1 The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3, and (b) qualified in accordance with the provisions of Clause 4. The second bidder (i.e.L2) shall be kept in reserve and may be invited to match the bid submitted by the (L1) bidder in case such bidder withdraws or is not selected for any reason.
30. Employer's Right to accept any Bid and Reject any or All Bids
- Notwithstanding Clause 31, the Employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder of the grounds for the Employer's action.
31. Notification of Award and Signing of Agreement
- 31.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (herein after and in Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the Execution, completion and maintenance of the Work by the Contractor as prescribed by the Contract(herein after and in the Contract called the "Contract Price")
- 31.2 The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 32.

31.3. The Agreement will incorporate all correspondence between the Employer and the successful Bidder. The security deposit shall be paid within 21days from the date of issue of work order. The agreement shall be executed within 21days from the date of payment of security deposit. If agreement has not been executed within the stipulated period, necessary action shall be initiated for execution of the same upto the period of 30 days. In case of failure upto a period of 30days from the stipulated due date, then action for Termination shall be initiated.

31.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and release their Bid security.

32. Security Deposit

The security deposit shall be paid within 21days from the date of issue of work order. Security Deposit shall consist of two parts; a) Performance Guarantee to be submitted at award of work and b) retention money to be recovered from Running Bills.

32.1 Security Deposit(Performance Security) should be 10% of Contract price of which 5% of contract price should be submitted as Account Payee Demand Draft, Fixed Deposit Receipt from a commercial bank or Bank Guarantee from any of the Commercial Banks, enforceable and encashable at Chennai within 21days of receipt of work order and it should remain valid for a period of sixty days beyond the date of completion of all contractual obligation and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money will commence from the first bill @ 5% of bill value from each bill

32.2 In case the contractor fails to remit Security Deposit as per Clause 32 the department shall initiate action for forfeiture of the Bid Security(EMD) within a period of 15 days. If the department decided to condone the delayed payment of SD with justification, the Security Deposit have to be remitted along with interest at 18% provided the maximum period of condonation do not exceed 15 days from the stipulated period.

32.3 If agreement has not been executed within the stipulated period, necessary correspondence/ action shall be initiated for execution of same up to the period of 30 days. In case of failure up to the period of 30 days from the stipulated due date, then action for termination shall be initiated.

32.4 Performance Security Deposit should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

32.5 Failure of the successful bidder to comply with the requirements of Clause 32.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security

33 Advance Payment

33.1 No advance payment on the contract price will be made under this contract.

34 Refund of EMD

34.1 Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before

the 30th day after the award of the contract.

- 34.2 The EMD of the successful tenderer will be refunded only after the remittance of security deposit in any manner as aforesaid. Alternatively, the successful tenderer shall when his tender is accepted, furnish security as specified in the clause 32 of this Section after giving credit to the amount deposited by him as earnest money. The earnest money shall retain its character, as such, till the successful tenderer furnishes the security deposit.
- 34.3 Where a person whose tender has been received on behalf of the Board intimates that they are withdrawing their tender before the validity period or makes any modification in the terms and conditions of the tender which are not acceptable to the Port (or) fail to furnish the security deposit within the prescribed time, the Port shall without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money deposited by such person absolutely.
- 34.4 The cost of stamping the agreement must be borne by the successful tenderer.
- 34.5 The Employer's Engineer does not bind himself to recommend the acceptance of the lowest or any tender or to assign any reason for non-acceptance and reserves to himself the right to divide the contract between two or more tenderers

35. Corrupt or Fraudulent Practices:

The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the Port shall reject the tender without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Port for, inter alia, time, cost and effort of the Authority, in regard to the Tender, including consideration and evaluation of such Bidder's Proposal. Such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "corrupt practice" means
 - (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is

or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or

(ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

(b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

(d) “undesirable practice” means

(i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or

(ii) having a Conflict of Interest; and

(e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

FORM OF BID

(To be executed on bidder's letter head and submitted along with their technical bid under cover I)

[The tenderer shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.)

To

The Chief Engineer,
Chennai Port Trust,
Chennai – 600 001.
Tamil Nadu, INDIA.

Sir,

Being duly authorised to represent and act on behalf

..... of hereinafter called "the tenderer" and having visited the site and examined the Drawings, Conditions of Contract, Specifications, Schedules and Bill of Quantities for the work of "TENDER FOR ANNUAL CONTRACT FOR CUTTING THE WEEDS, BUSHES, SHRUBS & OTHER UNWANTED VEGETATION ETC., USING WEEDS CUTTING MACHINE AND SPRAYING OF CHEMICAL IN AND AROUND THE RAILWAY TRACKS AND YARDS AT INNER HARBOUR IN CHENNAI PORT TRUST"

and

1. We have examined and have no reservations to the Tendering Documents, including Addenda No.....[Number and issuing date of Addenda, if any.]

2. We offer to execute the work in conformity with the said drawings and Conditions of Contract, Specifications, Schedules and Bill of Quantities for the sum of Rs..... (Rupees(Rate shall not be filled in)).
3. We undertake, if our Tender is accepted, to achieve completion of the various sections of the Works within the periods specified in this Schedule.
4. If our Tender is accepted we will furnish a Security Deposit within 21 days from the date of issue of work order, in the form of Account Payee Demand Draft/ Fixed Deposit Receipt/Bankers Cheque or Bank Guarantee in single instrument can be accepted from any of the Commercial Banks payable at Chennai drawn as Security for the due performance of the Contract in accordance with Clause 32 of Section I.
5. We agree to abide by this Tender for the period of 120 days from the date fixed for receiving the same or such further period as may be mutually agreed upon and it shall remain binding upon us and may be accepted at any time before the expiration of that period should we fail to abide by our Tenders during the above said period of 120 days or such extended period as mutually agreed upon the Port shall be at liberty to forfeit the Earnest Money deposited by us.
5. Unless and until a formal Agreement is prepared and executed this Tender, together with your written acceptance thereof, shall constitute a

6. (i) We understand that the Chennai Port Trust reserves the right to,
 - a) Amend the scope of tender and value of contract under this work;
 - b) Reject or accept any tender including the lowest, cancel the tender process and reject all tender.
 - c) Agree or reject our alternative proposal without assisting any reasons.
7. (ii) We agree that the Chennai Port will not be liable for any such action and will be under no obligation to inform the tenderer of the grounds for such action.
8. If our Tender is accepted we understand that we are held fully responsible for the due performance of the Contract.
9. We have furnished Earnest Money in the form of Account payee/ Demand Draft/Fixed Deposit Receipt / Bankers Cheque or Bank guarantee` from any of the commercial bank issued by payable at Chennai in favour of the Chairman, Chennai Port Trust, Chennai – 600 001 for the amount of Rs. 14,300/- (Rupees fourteen thousand and three hundredonly). If our Tender is not accepted, the Earnest Money shall be returned to us on our application within period as specified in the tender for the return of such EMD amount. If our Tender is accepted the Earnest Money shall be adjusted against the Security Deposit at 5% of the Contract Value, as contemplated in the relevant Clause for an amount equivalent to 5% of the Contract Value, with good and sufficient sureties as may be required for the faithful performance and proper fulfillment of the Contract and execute the Contract Agreement as required by the terms of this Tender.
10. We agree that in addition to the Security Deposit in any one of the forms described in Clause - 32 of Section I with good and sufficient sureties furnished by us for the faithful performance and proper fulfillment of the Contract, we shall permit the port at the time of making any payment to us for work done under the Contract to deduct at the rate of 5% of the total value of the Interim or running bill from each Interim or running bill subject to a maximum accumulation of 5% of the contract price towards Retention Money at 5% in each bill payable to the contractor.
11. We agree to execute all the works referred to in the Tender Documents upon the Terms and Conditions contained or referred to therein and to carry out such deviations as may be ordered.
12. We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.
13. We also make specific note clauses of (ITB, NIT) under which the contract is governed.
14. In case of out station firms, having a branch in India for liaison purposes, herein we mention the Name of the Contact person and Tel. no. Fax No. and mail-Id and also the complete postal Address of the firm.

15. I / We confirm that all statements documents, information submitted /

given with this bid or in support of bid is / are true, genuine, authentic, legitimate and valid. I agree that at any time from the date of submission of Bid or after award to selected successful bidder, in case any of these statement document, information is /are found incorrect. False, willful misrepresentation or omission of facts or submission of false / forged documents, the EMD / Security Deposit submitted by me/us shall be forfeited by ChPT

16. We understand that the communication made with the Firm at (13), by the Port shall be deemed to have been done with us.

Signed:

(Signature of person whose name and capacity are shown)

In the capacity of :

(Legal capacity of person signing the form of tender)

Name :

(Complete name of person signing the Form of Tender)

Duly authorized to sign the Tender for “ANNUAL CONTRACT FOR CUTTING THE WEEDS, BUSHES, SHRUBS & OTHER UNWANTED VEGETATION ETC., USING WEEDS CUTTING MACHINE AND SPRAYING OF CHEMICAL IN AND AROUND THE RAILWAY TRACKS AND YARDS AT INNER HARBOUR IN CHENNAI PORT TRUST”

and on behalf of.....

Dated on..... day of .. (date of signing)

CONTRACTOR'S
BID

TENDER FOR ANNUAL CONTRACT FOR CUTTING THE WEEDS, BUSHES, SHRUBS & OTHER UNWANTED VEGETATION ETC., USING WEEDS CUTTING MACHINE AND SPRAYING OF CHEMICAL IN AND AROUND THE RAILWAY TRACKS AND YARDS AT INNER HARBOUR IN CHENNAI PORT TRUST.

To

The Chief Engineer,
Chennai Port Trust
No.1, Rajaji Salai,
Chennai – 600001.

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Bid for the Contract Price “as filled in the price bid”.

This bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”

We hereby confirm that this Bid complies with the Bid Validity and Bid Security required by the Bidding documents.

We attach herewith our copy of Permanent Account Number (PAN).

Yours faithfully,

Authorized signature:.....

Name & Title of signatory:.....

Name of Bidder:.....

Address:.....

Notes:

To be filled in by the Bidder, together with his particulars and date of submission at the bottom of the form of bid.

CHENNAI PORT TRUST

TENDER FOR ANNUAL CONTRACT FOR CUTTING THE WEEDS, BUSHES, SHRUBS & OTHER UNWANTED VEGETATION ETC., USING WEEDS CUTTING MACHINE AND SPRAYING OF CHEMICAL IN AND AROUND THE RAILWAY TRACKS AND YARDS AT INNER HARBOUR IN CHENNAI PORT TRUST.

Pre-QUALIFICATION OF BIDDERS

The information to be filled in by the Bidder in the following Forms will be used for purposes of Pre-Qualification as provided for in the Instructions to Bidders.

.....

CHENNAI PORT TRUST

TENDER FOR ANNUAL CONTRACT FOR CUTTING THE WEEDS, BUSHES, SHRUBS & OTHER UNWANTED VEGETATION ETC., USING WEEDS CUTTING MACHINE AND SPRAYING OF CHEMICAL IN AND AROUND THE RAILWAY TRACKS AND YARDS AT INNER HARBOUR IN CHENNAI PORT TRUST.

LETTER OF SUBMISSION- COVERING LETTER
(ON THE LETTER HEAD OF THE BIDDER)

Date :

To

The Chief Engineer,
Chennai Port Trust,
No.1, Rajaji Salai,
Vth floor , Centenary Building,
Chennai – 600 001
Tamilnadu State

Sir,

Sub : The work of “TENDER FOR ANNUAL CONTRACT FOR CUTTING THE WEEDS, BUSHES, SHRUBS & OTHER UNWANTED VEGETATION ETC., USING WEEDS CUTTING MACHINE AND SPRAYING OF CHEMICAL IN AND AROUND THE RAILWAY TRACKS AND YARDS AT INNER HARBOUR IN CHENNAI PORT TRUST”

Being duly authorized to represent and act on behalf of
(Hereinafter referred to as “the Bidder”) and having reviewed and fully understood all of the requirements of the bid document and information provided, the undersigned hereby apply for the work referred above.

We are submitting our Bid enclosing the following, with the details as per the requirements of the Bid Document, for your evaluation.

- (i) Tender Document along with Addendum No-----,
- (ii) Letter of application (Form I) with enclosures
- (iii) Annual Turnover of the firm-Financial capacity (Form II)
- (iv) Summary of current Contract commitments / Works in Progress(Form – III)
- (v) Experience in Any Railway track maintenance works in the last 7 years (Form – IV)
- (vi) Plant and equipment proposed for the work (Form - V)
- (vii) Personal / staff proposed for the work (Form –VI)
- (viii) Proposed Site Organization Details (Form VII)
- (ix) Additional Information (Form VIII)
- (x) Bid Security/EMD In the form of DD bearing No -----
-dated -----, for Rs..... Issued bybank
- (xi) Bank information for e- payment (Form ix)
- (xii) GST Registration certificate (Form x)
- (xiii) Specimen format for declaration annexure-I
- (xiv) Indemnity bond undertaking proforma for ‘PF’ (Annexure-2)
- (xv) Indemnity bond undertaking proforma for ‘ES’ (Annexure-3)

Signature
(Authorised Signatory)

CHENNAI PORT TRUST

TENDER FOR ANNUAL CONTRACT FOR CUTTING THE WEEDS, BUSHES, SHRUBS & OTHER UNWANTED VEGETATION ETC., USING WEEDS CUTTING MACHINE AND SPRAYING OF CHEMICAL IN AND AROUND THE RAILWAY TRACKS AND YARDS AT INNER HARBOUR IN CHENNAI PORT TRUST.

CONTRACT DATA

1.	Amount of Security Deposit.	32/Section I	10% of the contract price
2.	Date of commencement of work	28/ Section III	Date on which the contractor takes over site or the 21 st day of issue of work order of the tender whichever is earlier
3.	Period of completion	28/ Section III	365 days from the date of commencement of work.
4.	Retention Money	69/Section III	Retention Money at 5% will be deducted from each running bill
5.	Advances	66 /Section III	No advance is envisaged in this contract.
6.	Escalation	70/Section III	The Quoted rates shall be firm throughout the tenure of the contract. No escalation is payable.

Signature
(Authorised Signatory)

CHENNAI PORT TRUST
MEMORANDUM

We hereby tender for the execution for Chennai Port Trust of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein and in accordance in all respects with the specifications, designs, drawings, levels and instructions in writing referred to in the Clauses of Conditions of the contract and with such materials as are provided for and in all respects in accordance with such conditions / instructions to tenderers so far as possible

I. Memorandum

1. General Description : TENDER FOR ANNUAL CONTRACT FOR CUTTING THE WEEDS, BUSHES, SHRUBS & OTHER UNWANTED VEGETATION ETC., USING WEEDS CUTTING MACHINE AND SPRAYING OF CHEMICAL IN AND AROUND THE RAILWAY TRACKS AND YARDS AT INNER HARBOUR IN CHENNAI PORT TRUST.
1. Estimated Cost: Rs. 7,15,200/-
2. Earnest Money: Rs.14,300/-
3. Security Deposit: 10% of the accepted tender value in the form as specified in Clause – 32 of Section I.
4. Retention Money: 5 % of value of Interim Bill recoverable from each interim payment as per Clause 38 of Section II.
5. Period of Completion: 365 days from the date of commencement of work.
6. Delay in commencement of work and forfeiture of Earnest Money Deposit: a. should this tender be accepted in whole or in Part, I / we hereby agree: (i) to abide by and fulfill all the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tenders so far as applicable and or in default thereof to forfeit and to pay the Chairman, Chennai Port Trust or his successors in office, the sum of money mentioned in the conditions. A sum of Rs. 14,300/- is hereby forwarded in Account payee/ Demand Draft/Fixed Deposit Receipt / Bankers Cheque or Bank guarantee as Earnest Money. If I / we fail to commence the work specified in the above memorandum, I / we agree that the said Chairman, Chennai Port Trust or his successors in office shall, without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely, otherwise the said Earnest Money shall be retained by him towards security deposit mentioned against Clause 4 of the above mentioned memorandum.
- b) To execute all the works referred to therein the tender documents upon the terms and conditions contained or referred to therein and carryout such deviations as may be ordered.

Signature
(Authorised Signatory)

CHENNAI PORT TRUST

Tender for annual contract for Cutting the weeds, Bushes, shrubs & other unwanted vegetation etc., using weeds cutting machine and spraying of chemical in and around the railway tracks and yards at inner harbour

SECTION – II

Part – I GENERAL DESCRIPTION OF WORK AND OTHER CONDITIONS: -

The works covered under this tender is “Tender for annual contract for Cutting the weeds, Bushes, shrubs & other unwanted vegetation etc., using weeds cutting machine and spraying of chemical in and around the railway tracks and yards at inner harbour” The details regarding the location, etc are all shown in the drawing enclosed Schedule of Drawings. The main items of works covered in this tender are as follows:

1. Cutting and clearing of the weeds ,shrubs, bushes and other unwanted vegetation.
2. Spraying of weedicide chemical over the cut weeds/newly grown weeds.

Along with the offer, the tenderer should submit a bar chart indicating their programme of work. On award of contract, the contractor shall, within 15 days after the date of the Letter of Acceptance – Work order, submit to the Nodal officer for his consent a programme, in such form and detail as the Nodal officer shall reasonably prescribe, for the execution of the works. The contractor shall whenever required by the Engineer, also provide in writing for his information a detailed description of the arrangements and methods which the contractor proposes to adopt for the execution of the works.

If at any time it should appear to the Nodal officer that the actual progress of the works does not conform to the programme to which consent has been given the contractor shall produce, at the request of the Nodal officer representative, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion.

The contractor shall submit to the Employer’s Engineer within 15 days after the date of Letter of Acceptance and in any case prior to the commencement of the work, bar chart which shall be based on this preliminary programme submitted with the tender and as approved by the Nodal officer, showing the earliest and latest dates of commencement and completion of various activities of the work and also anticipated dates for completion of different sections of the work. The detailed bar chart shall be updated by the contractor every month.

The contractor shall submit to the Nodal officer on the first day of each week or such longer period as the Employer’s Engineer may from time to time direct, a progress report in an approved form shown up-to-date total progress, progress achieved against planned progress, during the previous week and progress forecast for the following week for all important items in each section or portion of the works, in relation with the approved

bar chart.

The contractor shall, within 15 days after the date of the Letter of Acceptance, provide to the Nodal officer for his information a detailed cash flow estimate, in quarterly periods, of all payments to which the contractor will be entitled under the contract and the contractor shall subsequently supply revised cash flow estimates at quarterly intervals, if required to do so by the Nodal officer.

The submission to and consent by the Nodal officer of such programme or the provision of such general descriptions or cash flow estimates shall not relieve the contractor of any of his duties or responsibilities under the contract.

2. Road access to the site is available. In addition a limited space without affecting the day to day activities of the near by area will be made available to the contractor No rental charges will be levied for the working area spared to the contractor during the tenure of the contract including extended period, if any granted. The Employer's Engineer may at his discretion allot additional working area anywhere inside the harbour premises subject to availability, if required by the contractor, free of rental charges based on the requirements of work. During the construction period, necessary safety measures have to be taken for the men working at site.

However, the contractor shall at their cost arrange for the transportation of men and materials to the site of work. The area occupied by the contractor beyond the time limit specified shall be charged as per the Trust's scale of rates.

3. The tenderer shall inspect and examine the site and its surroundings and shall satisfy himself before submitting his tender as to the nature of the structure and substructure (so far as is practicable), the form and nature of the site, the stacking and movement of the traffic, the quantities and nature of work and materials necessary for the completion of the works and the means of access to the site, the accommodation he may require and in general, shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent to any wrong assumptions / assessment by the tenderer or otherwise shall be allowed. The tenderer shall take into account all these aspects before quoting their rates and shall not hold the Board responsible for any details that might have been omitted to be mentioned in the tender schedule which may affect the pricing of the tender and any claim by the tenderer on this account will not be entertained by the Board. In case any additional investigations are required to be done at site by the tenderer, he may do so at his own cost with the prior approval of the Employer's Engineer.

4. The contractor is deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for works and of the rates and prices quoted in the priced bill of Quantities and the schedule of rates and prices (if any) which rates and prices shall except insofar as they are otherwise provided in the contract, cover all his obligations under the contract apart from all matters and things necessary for the proper completion and maintenance of the work. The rate quoted shall be inclusive of all taxes (Except GST) cost of insurance etc. apart from the cost of materials to be procured by the contractor and also labour, tools, plants, fuel, consumables, etc.
5. TAXES:
- i) Tenderers will examine the various provisions of the Central Goods & Services Tax Act-2017 (CGST)/ Integrated Goods & Services Tax (IGST)/ Union Territory Goods & Services Tax (UGST) respective State's State Goods & Services Tax Act (SGST) also, as notified by Central/State Government and as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
 - ii) The rate quoted by the Contractor/Supplier shall be inclusive of all Taxes and Duties other than GST. Applicable GST will be paid by ChPT based on the Tax Invoice.
 - iii) The Financial evaluation will be based on the total base price quoted by the Contractor / Supplier excluding GST.
 - iv) The firm shall furnish the Tax invoices as per GST Act/Rules in the name of the Chennai Port Trust by mentioning the GSTIN of ChPT and indicating amounts of GST Separately. The GSTIN of ChPT is 33AAALC0025B1Z9.
 - v) The contractor /Firm shall remit the GST amount in the invoice to the Government within the due dates and also file the returns by mentioning the GSTIN of ChPT to enable ChPT to avail eligible Input Tax Credit (ITC).
 - vi) The contractor/ firm shall indemnify Chennai Port Trust from any loss of eligible ITC of GST paid by it to the Contractors/Suppliers based on their tax invoice, due to non-payment of GST or non-filing of GST returns by the contractor/firm or non compliance of GST Act/provisions. The contractor/firm shall remit such GST amount with applicable interest and penalties to the ChPT within 7 days from the date of intimation by the ChPT about non-availing of eligible ITC. ChPT also reserves its right to deduct such GST amount with interest and penalties from the subsequent bills, Security Deposit or any amount due to the contractor by ChPT".

vii) Applicable statutory recoveries including TDS under Income Tax, TDS under GST provisions etc., will be deducted/recovered while accounting for or making payment to the Contractor/Supplier as per the applicable law.

6. If any temporary item of work is needed for the execution of the contract, the required details shall be submitted by the tenderer with the proposals and connected drawings along with the tender in Cover I. No payment shall be made for any temporary items of work. Before any Temporary works are commenced, the contractor shall submit sufficiently in advance to the Nodal officer or his representative for approval, his proposals for all temporary works including drawings and design calculations. The Nodal officer or his representative shall be at liberty to make any modifications to the temporary works in accordance with the conditions of the contract and the contractor shall carry out such modifications. In the event of the contractor considering that such modifications required the Nodal officer or his representative will affect the security of the temporary works, or increase the contractor's liability under the contract, he shall give notice in writing to the Employer's Engineer within seven days of receipt of such communication. The Employer's Engineer will thereupon consider the matter and communicate his decision, which shall be final and binding on the contractor. Notwithstanding the approval by the Employer's Engineer or his representative of any submitted design for any of the temporary works the contractor shall remain entirely responsible for such works in all respects.
7. The description of the item of work given in the schedule of quantities should be read along with the specifications, drawings and the conditions of contract.
8. It is to be expressly understood that the measured work is to be taken net (notwithstanding any custom or practice otherwise) according to the drawing or as may be directed from time to time by the Nodal officer or his representative and that the value of the work done will be calculated by the measurement of various items at the respective rates without additional charges for any necessary incidental or contingent work connected therewith as detailed in specifications and conditions of contract.
 - 9.1 The quantities given under the Bill of Quantities are those upon which the approximate estimated cost of work are based but they are subject to alterations, omissions, deduction and additions and not necessarily show the actual quantities of work to be done and can be increased or decreased at the discretion of the Employer's Engineer. However, the consequent variation in the total contract value will be limited to 20% under normal circumstances. The rates quoted shall be firm for such variation. In case the variation results in the total contract value exceeding the prescribed percentage, the revision of rates, if any, shall be applicable only for that portion of contract carried out in excess of the permissible percentage.
10. The work has to be carried out in the operational area. Hence the contractor shall plan his activities and also stock the materials without causing any obstructions or blockage to the traffic movements. The works once taken shall be completed in all respects wherever

possible. Further the site will be handed over only in stages depending on the progress of work. If there is a delay in handing over the site, the period of completion of work shall be suitably adjusted at the discretion of the Employer's Engineer. Depending upon the date of handing over the site to the contractor or delay due to port activities, the Employer's Engineer at his discretion may grant extension of time, as he considers reasonable for the proper completion of work. The tenderer has to taken into account all the delays due to this kind of port activities. The grant of such extension of time however will not bestow on the contractor any right to claim compensation / extra payment for idling of plant, labour and overhead loss etc., even at a future date for any reasons whatsoever. No claim towards idle time charges will be entertained by the Trust for any reasons whatsoever.

- 11.1. Drains, pipes, cables, overhead wires and similar services encountered in the course of the work shall be guarded from injury by the contractor at his own cost, so that they may continue in full and uninterrupted use to the satisfaction of the Nodal officer or his representative thereof and the contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
- 11.2. Should any damage be done by the contractor to any mains, pipes, cables or lines (whether above or below structure) whether or not shown in the drawing, the contractor must make good or bear the cost of making good the same without delay, to the satisfaction of the Nodal officer or his representative.
12. The Board shall not be held liable for any damages or compensation payable under the law in respect or in consequence of any accident or injury to any workmen or other persons in the employment of the contractor or any sub-contractor and the contractor shall indemnify and keep indemnified the Board against all such damages and compensation and against all claims, demands, proceedings, costs, charges, expenses whatsoever in respect thereof or in relation thereto.
13. Care of works:
From the commencement to the completion of the works the contractor shall take full responsibility for the care thereof and of all temporary works and in case any damage, loss or injury shall happen to the works or to any part thereof or to any temporary works from any cause whatsoever (save and except the excepted Risks as defined in Clause 14 thereof) shall at his own cost, repair and make good the same so that at completion, the works shall be in good order and condition and in conformity in every respect with the requirements of the contract and the Employer's Engineer's instructions. In the event of any such damage, loss or injury happening from any of the excepted Risks, the contact shall if and of the extent required by the Employer's Engineer and subject always to the

provisions of Clause 23 "Special Risks" hereof repair and make good the same as aforesaid at the cost of the Employer. The contractor shall also be liable for any damage to the works occasioned by him in the operation carried out by him for the purpose of complying with his obligations under Clause 21 & 22.

However, if

- a) If the Employer's Engineer issues a Taking-Over Certificate for any Section or part of the works the Contractor shall cease to be liable for the care of that section or part from the date of issue of the Taking-Over Certificate, when the responsibility for the care of that section or part shall pass to the Employer's Engineer, and
- b) The Contractor shall take full responsibility for the care of any outstanding Works and materials and Plant for incorporation therein which he undertakes to finish during the Defects Liability Period until such outstanding Works have been completed pursuant to Clause – 22.

14. Excepted risks:

These are risks due to riots (otherwise than among contractor's employees and civil commotion insofar as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government, damage from aircraft, acts of God / Forces of nature such as earthquake, lightning and unprecedented floods and other causes over which the contractor has no control or the contractor could not foresee or could not reasonably provide against and accepted as such by the Accepting Authority or caused solely due to use or occupation by the Employer of the works in respect of which a certificate of completion has been issued or a cause solely due to Employer's faulty design of works.

15. Insurance of works, etc.,

Without limiting his obligation and responsibilities under Clause 13 - 'Care of works' and Clause 14 - 'Excepted Risks' hereof, the contractors shall insure in the joint names of the Employer and the contractor against all loss or damage from whatever cause arising (other than the Excepted Risks) for which he is responsible under the terms of the contract and in such manner that the Employer and contractor are covered during the period of construction or the works are also covered during the period of maintenance for loss or damage arising from a cause occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses 21 & 22.

- i. The works and the temporary works to the full value of such works executed from time to time.
- ii. The materials, constructional plant and other things brought on to the site by the contractor to the full values of such materials, constructional plant and other things.
- iii. As in case of sinking of constructional plant and equipment for the cost of salvage of the same as assessed by the Port.

Such insurance shall be effected with an insurer and in terms approved by the Employer's Engineer. The contractor shall whenever required, produce to the Employer's Engineer or Nodal officer, the policy or policies of insurance and the receipts for payment of the current premium provided always that without limiting his obligations and responsibilities as aforesaid, nothing in the clause contained shall render the contractor liable to insure against the necessity for the repair or reconstruction of any work with the materials or workmanship not in accordance with the requirements of the contract.

16. Urgent works and / or repairs:

If by reason of any accident or failure or other event occurring to or in connection with the works or any part thereof either during the execution of the works or during the period of maintenance and remedial or other work, repairs shall in the opinion of the Employer's Engineer or the Nodal officer be urgently necessary for security and the contractor is unable or unwilling at once to do such work or repair, then the Employer may by his own or other workmen do such work or repair as the Employer's Engineer or the Nodal officer may consider necessary. If the work or repair so done by the Employer is work which in the opinion of the Employer's Engineer, the contractor was liable to do at his own expense under the contract, all costs and charges properly incurred by the Employer in so doing shall on demand be paid by the contractor to the Employer or may be deducted by the Employer from any moneys due or which may become due to the contractor. Provided always that Nodal officer (as the case may be) shall as soon after the occurrence of any such emergency as may be reasonably practicable, notify the contractor thereof in writing.

17. Third Party Insurance:

Before commencing the execution of the works, the contractor but without limiting his obligation and responsibilities under Clause 19.2 hereof shall insure against any damage, loss or injury which may occur to any property (including that of the Employer or to any person including any employee) if the employer by or arising out of the execution of the works in the carrying out of the contract otherwise than due to the matter referred in the provision to Clause 19.1.

18. Minimum amount of the Third Party insurance

Such insurance shall be effected with an Insurer and in terms approved by the Employer and for at least the amount stated in the tender and the contractor shall whenever required produce to the Employer's Engineer or the Nodal officer, the policy or policies of insurance and the receipts for payment of the current premiums.

19.1 Accident or injury to workmen:

The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor and the contractor shall indemnify and keep indemnified, the Employer against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect there of or in relation thereto.

19.2 Damage to persons and property:

The contractor shall (except if and so far as the specification provided otherwise) indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever (other than surface or other damage to land being or crop being on the site suffered by tenants or occupiers) which may arise out or in consequence of the construction and maintenance of the works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the contractor liable for or in respect of or to indemnify the Employer against any compensation or damages for or with respect to:

- i. The permanent use or occupation of the land by the works or any part thereof or (save as hereinafter provided) surface or other damages as aforesaid.
- ii. The right of the Employer to construct the works or any part thereof on over, under, in or through any land.
- iii. Interference whether temporary or permanent with any right of light, airway or other easement or quasi easement which is the unavoidable result of the construction of the works in accordance with the contract.
- iv. Injuries or damage to persons / property resulting from any act or neglect done or committed during the currency of the contract by the Employer his agents, servants or other contractors (not being employed by the contractor) or for in respect of any claims, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto provided further that for the purposes of this clause,

the expression "the site" shall be deemed to be limited to the area defined in the specification or shown in the drawings.

19.3 Insurance against accident etc., to workmen:

The contractor shall insure against such liability with an Insurer approved by the Employer and shall continue such insurance during the whole of the time that any person or employed by him on the works and shall when required produce to the Employer's Engineer or the Nodal officer such policy of insurance and the receipt for payment of the current premium provided always that in respect or any persons employed by any subcontractor, the contractor's obligation to insure as aforesaid under this sub clause, shall be satisfied if the sub contractor shall have insured against the liability in respect of such persons in such manner that Employer is indemnified under the policy, but the contractor shall require such sub contractor to produce to the Employer's Engineer or Nodal officer when required, such policy of insurance and the receipt for payment of the current premium.

20. Remedy of Contractor's failure to insure:

If the contractor shall fail to effect and keep in force the insurance referred to the Clauses 17,18, 19.2, & 19.3 above hereof or any other insurance which he may be required to effect under the terms of the contract then, and in any such case, the employer may effect and keep in force any such insurance and pay such premium or premium as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer with interest as stated below from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor. At the rate of 3% above the prevailing Bank rate of 11% or as announced by the Reserve Bank of India from time to time under section 49 of Reserve Bank of India Act, 1934.

21. Compliance with Rules and Regulations:

The contractor shall at all times during the currency of the contract conform to and comply with the regulations and by-laws of the State or Central Government or of the Board and of all other local authorities, 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 Acts, the Indian Electricity Act and Rules framed under it, Workmen's Compensation Act, Provident Fund Regulation Act, Employees Provident Act, 1961 and Schemes made under the said act, Health and Sanitary arrangements for worker and safety code and the Contract (Regulation and Abolition) Central Rules 1971 etc. for welfare and protection of workers or for the safety of the public and other insurance provisions.

The Board shall not be liable for the failure of the contractor in conforming to the provisions of the Acts, Rules and Regulations referred to in the above para and in case of any contravention of the provision of the Acts, Rules and Regulations etc. the contractor shall keep the Board indemnified against any loss, cost and damages in the event of any action being taken for contravention.

22. Defects liability:

22.1 Defects Liability Period

Not applicable

22.2 Default of the contractor in compliance:

In case of default on the part of the contractor in carrying out such order, the Employer shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidentals thereto shall be borne by the contractor and shall be recoverable from him by the Employer or may be deducted by the Employer from any moneys due or which may become due to the contractor.

22.3 Cost of Remedying Defects:

During the course of the execution of the contract, if the contractor causes any damage to the Employer's properties, the same shall be rectified by the Contractor at his own cost to the satisfaction of the Employer's Engineer within a reasonable time as specified by the Employer's Engineer.

22.4 Contractor's failure to carry out the rectification of damages caused to the Employer's property In case of default on the part of the Contractor in carrying out such rectification of damages to the Employer's properties within a reasonable time, the Employer shall be entitled to employ and pay other persons to carry out the same and if such Work is Work which, in the opinion of the Employer's Engineer, the Contractor was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall, after due consultation with the Contractor, be determined by the Employer's Engineer and shall be recoverable from the Contractor by the Employer's Engineer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Employer's Engineer shall notify the Contractor accordingly.

23. Special Risks:

No Liability for war, Risks, etc., notwithstanding anything contained in the contract

23.1 The contractor shall be under no liability whatsoever whether by way of indemnity or otherwise for or in respect of destruction of or damage to the works (Save any work condemned under the provisions of clauses, "Removal of improper works and material" and default of contractor in compliance with that hereof prior to the occurrence of any special Risks hereinafter mentioned) or temporary works or to property whether of the Employer or third parties or for in respect of injury or loss of life which is the consequence whether direct or indirect of war, hostilities (whether war be declared or not) invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war or (otherwise than among the contractor's own employees) riot, commotion or disorder (hereinafter comprehensively referred to as "the said special risks").

23.2 Projectile, missile etc.:

Destruction, damage, injury or loss of life caused by the explosion or impact whenever and wherever occurring of any mine, bomb-shell, grenades or other projectile, Missile, ammunition or explosive of war shall be deemed to be a consequence of the said Special Risks.

23.3 Increased costs arising from special Risks:

The Employer shall reimburse to the contractor any increased cost of or incidental to the execution of the works (other than such as may be attributable to the cost of reconstructing work, condemned under the provisions of clauses "Removal of improper works and materials". Default of contractor in compliance to that thereof prior to the occurrence of any special risks) which is howsoever attributable to or consequent on or the result of or in any way whatsoever connected with Special Risks (subject however to the provisions of this clause hereinafter contained in regard to outbreak of war) but the contractor shall as soon as such increase of cost shall come to his knowledge forthwith notify the Employer's Engineer thereof in writing.

23.4 Outbreak of war:

If during the currency of the contract, there is an outbreak of war (whether war is declared or not) in any part of the world which whether financially or otherwise materially affects the execution of the works, the contractor shall unless and until the contract is terminated under the provisions contained in this clause, use his best endeavors to complete the execution of the works provided always that the Employer shall be entitled at any time after such outbreak of war to terminate this contract by giving notice in writing to the contractor and upon such notice being given, this contract shall terminate but without prejudice to the rights of either party in respect of any antecedent breach thereof.

23.5 Removal of plant on termination:

If the contract shall be terminated under the provisions of the preceding clause, the contractor shall with all reasonable despatch remove from the site, all constructional plant and shall give similar facilities to his sub contractors to do so.

23.6 Payment if contract terminated:

If the contract shall be terminated as aforesaid, the contractor shall be paid by the Employer (insofar as such amounts or items shall not have already been covered by payments on account made to the contractor) for all works executed prior to the date of termination at the rates and prices provided in the contract and in addition.

- i. The amounts payable in respect of any preliminary items so far as the work or service comprised therein has been carried out or performed and a proper proportion as certified

- by the Employer's Engineer of any such items the work or service comprised in which has been partially carried out or performed.
- ii. The cost of materials or goods reasonably ordered for the works or temporary works which have been delivered to the contractor or of which the contractor is legally liable to accept delivery (such materials or goods becomes the property of the Employer upon such payment being made by him).
 - iii. A sum to be certified by the Employer's Engineer being the amount of any expenditure reasonably incurred by the contractor in the expectation of completing the whole of the works insofar as such expenditure shall not have been covered by the payments in this clause before mentioned.
 - iv. Any additional sum payable under the provisions of Clause 23.3.
 - v. The reasonable cost of removal under this clause and (if required by the contractor) return thereof to the contractor's main plant yard in his country of registration or to any other destination at no greater cost.
 - vi. The reasonable cost of repatriation of all contractors' staff and workmen employed on or in connection with the works at the time of such termination.

Provided always that against any payments due from the Employer under this sub-clause, the employer shall be entitled to be credited with any outstanding balance due from the contractor in respect of the execution of the works.

In case if any materials are rejected, rejected goods or materials shall be removed by and at the expense of the contractor after notice shall have been given of the rejection. If not so taken away within the time limit prescribed by the Employer's Engineer, the Employer's Engineer may cause the goods or materials to be removed and charge the contractor with all the expenses incurred in such removal.

Date of commencement and completion of work:

The work shall be taken to have been commenced from the date on which the contractor takes over the site or the 21st day of the intimation of the acceptance of the tender whichever is earlier and the contractor shall complete the works within 365 days from this date.

26. Taking-Over Certificate:

- 26.1 When the whole of the Works have been fully completed and have satisfactorily passed any Tests on Completion prescribed by the Contract, the Contractor may give a notice to that effect to the Nodal officer. Such notice shall be deemed to be a request by the contractor for the Nodal officer to issue a Taking-Over Certificate in respect of works. The Nodal officer shall within 30 days from the date of delivery of such notice either

issue to the Contractor a Taking Over Certificate or give instruction in writing to the Contractor specifying all the works, which in the Employer's Engineer's opinion is required to be done by the contractor before the issue of such certificate. The Contractor shall be entitled to receive such Taking-Over Certificate within 30 days of completion, to the satisfaction of the Nodal officer, of the works so specified and remedying any defect so notified.

27 Release of Security Deposit:

The amount deposited by the contractor, as security deposit under this agreement will be refunded to the contractor only after satisfactory completion of work in all respects and certified to that effect.

28 Free supply of materials:

No materials will be supplied free by the Trust and it is the responsibility of the contractor to procure and supply all the materials required for the work at their cost.

29. SERVICE AVAILABLE AT COST:

29.1. Supply of water for the works: **Not applicable**

29.2 Electricity Supply for Works: **Not applicable**

30. Cement

Not applicable

31. Steel

Not applicable

32 Supply of Drinking Water:

The contractor has to make his own arrangements and no drinking water will be supplied by the Trust either free or at cost.

33. Water and Fuel for plants and Machinery:

The contractor shall make his own arrangements for the supply of water, fuel, etc., at his own cost for the plants and machinery etc.,

34. Advances:

No advance is envisaged in the contract.

35. Financial Background:

The work covered under this contract is a time bound work and the work will have to be completed within the stipulated period. The contractor shall be financially sound so as to ensure sufficient cash flow for the monthly work.

36. Payments

36.1 Monthly payments:

Payment shall be made on the recorded measurements and the contractor will have to prepare and submit by himself the bills in the prescribed form once in a month, Payment will be made ordinarily once in a month. The Port shall pay 75% of the net amount of the bill submitted within 10 days from the date of receipt of the bill and the balance within 30 days from the date of receipt of the bill. On completion of the work or on the prior termination of the contract final measurement will be taken and account adjusted accordingly.

The net amount payable means gross amount less all statutory levies such as income tax sales tax ,on works contract and any other amount of works

36.2 75 % of the net amount of interim or running bill shall be paid by the employer within ten days from the date of submission of interim or running bill certificate and the balance within thirty days from the date of submission of interim certificate or running bill.

36.3 The date on which a Cheque of payment is handed over to the contractor by the Employer will be considered as the date of payment for all purposes. Delay in making such payments by the Employer due to exceptional circumstances shall not nullify or vitiate in any way or other, the conditions of the contract and the contractor shall have no claim on this account.

36.4 The Engineer may by any certificate make any correction or modification in any previous certificate, which shall have been issued by him and shall have the power to withhold any certificate if the work or any part thereof is not being carried out to his satisfaction.

36.5 Payment for RCC & PCC items

Not applicable

37. ECS Payment :

The tenderers are advised that all payments related to this subject work would be made through ECS (Electronic Clearing Service) .The tenderer would be required to provide particulars of their bank account along with their bid. The payment will be made through ECS only.

The tenderers to submit the following in their letterhead for ECS procedure. Name of the bank, branch with address, MICR No., Account No., type of account to be duly endorsed by the Bank Branch Manager.

Particulars of the bank A/C

Name of the Bank,

1.Name of the Bank, Branch and full postal address.

2. Account Number

3.MICR Number.

4. Type of Account

5.IFSC Number

6. GST Regn.No. Number

7.Copy of PAN Card.

8. TIN Number.

9.ESI Regn.No

10. EPF Regn No.

38. Retention Money:

Retention money at 5% will be deducted from each running bill subject to a maximum accumulation of 5% of the contract price. The whole sum will be refunded to the contractor after satisfactory completion of the work in all respects and certified to that effect.

39. ESCALATION

The quoted rates shall be firm throughout the tenure of the contract. No escalation is payable over and above the rates quoted by the contractor for any reasons whatsoever.

40. ASSISTANCE FOR ENGINEER

The contractor shall provide the Employer's Engineer at all times during the contract period sufficient and qualified personnel to assist the Employer's Engineer in this duties to carry out or check any work and / or measurement of works. The contractor is also to provide with necessary survey instruments, computers and any gadgets, ladders, gangways survey launch etc., as directed for inspection or measurement of the works by the Nodal officer.

41. SAFETY OF ADJACENT STRUCTURES OF WORKS

In pursuance of the conditions of contract the contractor or his representative shall provide and erect to the approval of the Nodal officer such supports as may be required to protect efficiently all structures or works in the vicinity of working area or otherwise take such permanent measures to protect the structures or works. Any damage to the structures, shall be made good by the contractor without delay as directed by the Nodal officer at his cost.

41.1 UNAUTHORIZED PERSONS

No unauthorized persons are being allowed on the site. The contractor shall take steps to prevent trespass and prevent unauthorized persons from entering and / or being on the site. All the personnel will be required to wear their security passes as per requirements of local / port authorities. Access shall be limited to the area they are working in and allowed by local / port authorities. Such passes shall be arranged sufficiently in advance both for men as well as vehicles and shall be renewed as and when required. Non-availability of passes or personnel to carry out the job within the stipulated time period shall not be considered as a plea for extension of time or extra cost.

41.2 FIRST AID FACILITIES

The contractor shall provide and maintain upon the work sufficient proper and efficient life

saving appliances and first aid equipment to the approval of the Employer's Engineer and in accordance with the requirements of International Labour Organisation (I.L.O.) Convention No.62. The appliances and equipment shall be available for use at all times. For work carried out within the dock area or in the vicinity of any wharf or quay, the contractor shall abide by all the provisions of the Dock Workers (Safety, Health and Welfare) Scheme, 1961. The contractor's particular attention is drawn to Clause-43 of the above said Regulation in respect of erection and maintenance of staging. Contractor shall indemnify the Port from the cases booked by the Labour Enforcement Officer (L.E.O.) for his negligence.

41.3 SITE REGISTER.

For the purpose of quick communication between the Nodal officer and the contractor, site register shall be maintained at site in the manner as described below:

Any communication, relating to the works may be conveyed through records in the Site Books, such as communication from one party to the other shall be deemed to have been adequately served in terms of Clause – 52 of the General Conditions of Contract. Each Site register shall have machine numbered pages in triplicate and shall be carefully maintained and preserved by the contractor and shall be kept in the office of the Nodal officer. Any instruction or order which the Nodal officer may like to issue to the contractor may be recorded by him in the Site Book and two copies thereof taken by him for his record.

41.4 CONSTRUCTION RECORDS

The contractor shall keep and supply to Nodal officer full and accurate records of the dimensions and positions of all new work and any other information necessary for the Nodal officer to be able to prepare completion drawings, recording details of the work as constructed.

41.5 TEMPORARY FENCING

The contractor shall provide and maintain temporary fencing both fixed and movable type and gates to adequately enclose all boundaries of the site office, site stores etc., including all costs incurred for the security and in accordance with the requirements of the Nodal officer and regulations of local authorities. These shall be altered, relocated and adopted from time to time as necessary and removed on completion, all expenses in this connection shall be borne by the contractor.

41.6 TEMPORARY ACCESS

Access shall be provided to the site by the contractor from the main road at no extra cost

as directed by the Nodal officer. The contractor shall be responsible for proper maintenance of this access road and take all care to see that the existing services if any, are maintained in working order.

The contractor shall provide temporary access / approach if necessary, otherwise shall maintain the existing roads being used by him.

41.7 LICENSE, PERMITS, ETC.,

The contractor shall make his own arrangements for obtaining all necessary licenses, permits etc., for the procurement of any spares that he may require during the progress of the works. The contractor shall have adequate supply of necessary spares from the very beginning to ensure that no serious delay or holdup occurs in the execution of works.

41.8 EXISTING SERVICES

The contractor's attention is drawn to the possibility that there might be existing underground or overhead services & service line inside and around the port areas i.e., within the site of the proposed works. It is the contractor's responsibility to work cautiously and carefully so that these are not damaged. Any damage to the services shall be repaired and restored immediately as directed by the Employer's Engineer without any extra cost. The contractor is required to ascertain and allow in his cost for any rerouting of the services that may be necessary for the due execution of the contract and any claim resulting from his failure to do so will not be admitted.

41.9 STANDARDS AND SPECIFICATIONS

In this and in any other contract document and / or drawings, the letters "IS" followed by a number will refer to the edition of the Indian Standard current at the time of tendering. The contractor shall keep the following at site office, Standard and codes mentioned in the specifications or as required by the Employer's Engineer.

41.10 SAFETY AND SECURITY MEASURES

- a) The method of work for successful completion of work shall be at the sole discretion of the contractor. The contractor shall take all preventive and precautionary measures to ensure complete safety of all site personnel, inhabitants of the buildings including any third party, together with all buildings on or around the site. Temporary and permanent including adjacent building and buildings completed or partly completed by any third party, till satisfactory completion of work in respect to each existing building.
- b) The contractor shall comply with all applicable Laws, Regulations and Standards. The contractor shall be responsible for the co-ordination of all safety matters and shall

promptly comply with any specific safety instructions given by the Employer's Engineer or by the respective authorities.

- c) When any work is performed at night or where day light is shut off or obscured, the contractor shall, at his cost provide appropriate lighting facilities to continue execution and permit inspection. During such periods the access to the place of work shall also be clearly illuminated. All wiring for electric lights and power shall be installed and maintained, securely fastened in a place at the points and shall be kept away as far as possible from telephone and signal wires. All wiring shall be subject to approval by the Employer's Engineer.

- d) The contractor shall adequately safeguard the site, products, materials, plant and the works from damage and theft.

The contractor shall provide his and his sub-contractor's staff and work people with permits required for admittance to restricted areas.

In relation with this contract the following shall be observed.

- i) Any security procedures as demanded by local authorities / Port Trust such as passes, badges interruptions to work, etc., shall be strictly adhered to.
- ii) The cost for security measures under this Clause shall be borne by the contractor.

41.11 MAINTAINING UTILITY AND SERVICES

The contractor shall not damage, close or obstruct any utility areas, roads, Port traffic or other property until permits thereof have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by contractor's operation, the contractor shall, at his own cost, make such repairs and provide such temporary guards, lights and other signals or as necessary or required for safety and as will be acceptable to the Employer's Engineer and / or the Employer of the utility, highway, road or other property.

41.12 FACILITIES, ATTENDANCE ETC., ON NOMINATED SUB-CONTRACTORS

The contractor shall allow for the provision of facilities, attendance etc., for the nominated sub-contractors.

These facilities, attendance etc., include:

- a) Storage facilities for plant and equipment and products and materials.
- b) The use of sanitary accommodation, medical and welfare facilities.
- c) Watching and lighting and protection of their work as necessary

41.13 LIMITATION OF OPERATIONS

The contractor shall refrain entering area of the site not allocated to him unless he obtains the written approval of the Employer's Engineer and appropriate authorities.

Should the contractor wish to make use of any adjoining or property of offices or halls, he

shall first obtain the written "No Objection" of the Employer's Engineer and then shall apply to the appropriate authority for permission to use the area. If such permission is granted, the contractor may make use of the area thus permitted to use, but on completion shall clear away and make good any damage at his own expense and pay all costs and charges in connection therewith.

The contractor shall be solely responsible to obtain required permits / authorization from other agencies Departments for the due performance of the contract and delay if any arising thereof shall not be quoted as reason for extension of time and consequent additional cost.

Contractor has to comply with all Port operational procedures set forth by Port Authorities as and when required at his own cost.

41.14 WORK PROGRAMME FOR AREAS WITH RESTRICTED ACCESS

Work to be carried out inside the seaport shall be so programmed to ensure, that the time period required to carry out the entire activities is minimum. All advance preparations with regard to approvals, procurement of all materials, plant, personnel etc., shall be made to achieve the targets, this may call for working continuously or at unscheduled hours as directed and approved by the Employer's Engineer.

41.15 STOPPAGE OF WORKS

Contractor may be instructed to stop the works from time to time due to security reason, or any other reasons as per the instruction of Port Authorities.

41.16 NOISES AND DUST CONTROL

The contractor shall take all necessary precautions in reducing noise and dust caused by Plant and minimum acceptable level by means of mufflers, silencers, screens and the like.

41.17. WORKING CONDITION

41.17.1 Access to the Site

The access of men and materials to the site has to be through any one of the designated Gates of the Port. The contractor has to comply with all necessary formalities as per Port rules for movement of men material and equipments on to the site and also to communicate with Port Control when any movement is required.

41.17.2 Port Requirement

The normal port operations will be continued throughout the progress of the works and the contractor shall carry out his work without hindrance to port traffic and operations.

The contractor shall obey orders and directions given by the Employer's Engineer or his authorized representative in the course of the discharge of his duties. The contractor shall cease work whenever and for as long as the Employer's Engineer may consider it

essential to do so. The contractor shall obey orders and directions given by the Employer's Engineer or his authorized representative in the course of the discharges of his duties. The Contractor shall cease work whenever and for as long as the Employer's Engineer may consider it essential to do so.

41.18 Provision of materials, stores and equipments

The contractor shall be responsible for the provision of all materials, stores, and equipment necessary for satisfactory execution and completion of the work.

41.19 Interruptions of work and idle time charges

The contractor shall allow in his rates for any loss of working hours due to weather, surveying, and shifting of plants and other equipment from one area to another area depending upon the traffic operations or for maintenance.

41.20 Clearance of site on completion

All the completion of the contract the contractor shall remove at his own cost all wires and any other equipment, plant or materials introduced by him.

41.21 Environmental Considerations

The contractor shall refrain from using plant, which makes excessive noise, particularly during the hours of darkness, which shall be limited to 45db(A) at a distance of 100 m from the working area and other plants.

The information furnished hereinafter and provided elsewhere is given in good faith, but the Tenderer shall satisfy himself regarding the weather, tides, etc., and no claim will be entertained due to any error in the information supplied.

41.22 ESI Act, 1948

The clauses related to Implementation of ESI Act, 1948 is furnished below:

- (a) As per the Govt Notification dt 20.7.09, Chennai Port Trust has registered under the ESI Act on 26.09.2012 with ESI Corporation and provision of ESI Act, 1948 are applicable to Chennai Port Trust, a Social Security Act, is applicable to Factories using power and employing 10 or more personnel and establishment employing 20 or more persons and drawing wages/Salary up to 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 up to Rs.21,000/- per month employed either directly by Port Trust or through contractor are covered under ESI Act, 1948. It is obligatory on the part of the employer to calculate and remit ESI contribution comprising of employers' share of 4.75% plus employees' share of 1.75% which is payable on or before 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 4.75% and Employees

contribution of 1.75% (recovered from employees), totally 6.5% to be paid as contribution to ESI in their Code on or before 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 Port Trust. The contribution of ESI amount, both Employers share of 4.75% and Employees of 1.75% (recovered from Employees salary), totally 6.5% shall be paid by the contractor in the Chennai Port Trust Code on or before 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 Trust) will make payment to the ESI Corporation. Such amount will be deducted from any amount due to the contractor. The delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue.
- (d) As per the above Government Notification
- i) All intending tenderer at the time of tender shall disclose all necessary documents as to whether they are covered under ESI Act or not.
 - ii) In case they are covered under ESI Act, they have to furnish the details of registration.
 - iii) In case the tenderer does not possess ESI Registration at the time of Participation in the Tender, then they should obtain registration under ESI Regulations before award of the work by Chennai Port Trust and submit the same within 30 days from the date of issue of work order. Any payment towards the work order will be made only after compliance of the ESI Regulation.
 - iv) The tenderer shall submit his first bill together with evidence of having obtained registration under ESI Regulations and only then the bill will be processed for payment. Subsequently, the tenderer should periodically submit to Chennai Port the Form 6 prescribed under ESI Regulations along with the proof for having remitted the dues under ESI Regulations in respect of the workers/labours employed for the work awarded by Chennai Port to facilitate making payment for the bills of the contractor.
 - v) In case the tenderer are 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/- to that effect.
 - vi) In case they are not covered under ESI Act, they must additionally indemnify ChPT against all damages & accident occurring to his labour in a Non-judicial Stamp Paper worth Rs.100/-.

41.24 CESS For TNCWWB

As per G.O. (MS) No.295, Dt.17.12.2013 of Labour and Employment(12)Department, 1% of Cess will be claimed on the total estimate cost of the building or other construction works and the

same will be remitted Tamilnadu Construction Workers Welfare Board (TNCWWB) for benefit of the manual workers in the employment in construction or maintenance of dam, bridges, roads or in any building operations.

Considering the above G.O, Chennai Port impose the Cess of 1% for the building or other construction works undertaken as per the provisions of the Tamil Nadu Manual Works (Regulation of employment and conditions of work) Act, 1982 and Tamil Nadu Manual Workers (construction Workers) Welfare Schemes, 1994, in the following manner :

1. A provision, for Tamil Nadu Construction Workers Welfare Cess @ 1% in each item at the end of analysis of rate after adding water charges and contractor's profit and overhead charges shall be added in the estimate prepared for civil works involving building and other constructions works.

2. A recovery @ 1% of the billed amount shall be effected progressively from each running bill as well as the final bill of the contractor for the works which are covered under cess act and remit/deposit the same to TNCWWB.

42. SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

- a) Workmen Compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
 - (i) Pension or family pension on 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.
- d) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women/employees in case of confinement or miscarriage etc.
- e) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.
- f) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum

Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, and Runways are scheduled employments.

g) Payment of Wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

i) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/-per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above up to Rs.3500/- per month shall be worked out by taking wages as Rs.2500/-per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

j) Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

k) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.

n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain

facilities such as housing, medical aid, traveling expenses from home up to the establishment and back, etc.

o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any building or other construction work and employs 10 or more workers are

covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

p) Factories Act 1948: The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

q) Employees State Insurance ESI Act, 1948: The ESI Act, 1948, is applicable to Factories using power and employing 10 or more personnel and establishment employing 20 or more persons and drawing wages/Salary up to 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 up to Rs.21,000/- per month employed either directly by Port Trust or through contractor are covered under ESI Act, 1948. It is obligatory on the part of the employer to calculate and remit ESI contribution comprising of employers' share of 4.75% plus employees' share of 1.75% which is payable on or before 21st of the following month, to which the salary relates.

CHENNAI PORT TRUST

Tender for annual contract for Cutting the weeds, Bushes, shrubs & other unwanted vegetation etc., using weeds cutting machine and spraying of chemical in and around the railway tracks and yards at inner harbour

SECTION - III – Specification of Materials and Works

Part I – Material and workmanship.

All the works shall be carried out as per the Civil Engineering Works Manual of Chennai Port Trust with latest amendments.

CHENNAI PORT TRUST

Tender for annual contract for Cutting the weeds, Bushes, shrubs & other unwanted vegetation etc., using weeds cutting machine and spraying of chemical in and around the railway tracks and yards at inner harbour

SECTION-IV GENERAL CONDITIONS OF CONTRACT

1. Definitions and Interpretations:

In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby respectively assigned to them except where the context otherwise required:

- 1.1** “Board” - The Board means the Board of Trustees of the Port of Chennai, a body corporate as constituted under the Major Port Trusts Act of 1963, represented by its Chairman and as amended from time to time.
- 1.2** “Employer” means the Board of Trustees of the Port of Chennai a body constituted under Section (3) of the Major Port Trusts Act of 1963 acting through its Chairman, Deputy Chairman, Employer’s Engineer or any other officer nominated by the board and legal successors in title to such person but not (except with the consent of the contractor) any assignee of such person.
- 1.3** “Chief Engineer / Employer’s Engineer” means the Chief Engineer of the Chennai Port Trust and his successors.
- 1.4** “Nodal officer” means the Dy. Chief Engineer or Superindending Engineer an officer appointed by the Chief Engineer in writing who shall direct and supervise and to perform the duties set forth in sub - Clause 3.2 hereof and be in-charge of the works.
- 1.5** “Constructional Plant” means all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the “works” or “temporary works” (as hereinafter defined) but do not include materials or other things intended to form or forming part of the Permanent work.
- 1.6** “Tender” means the contractor’s priced offer to the Employer for the execution and completion of the works and the remedying of any defects therein in all accordance with the provisions of the contract, as accepted by the Letter of Acceptance – Work order.
- 1.7** “Letter of Acceptance”, “Work Order” means the formal acceptance by the Employer.

- 1.8** “Contract” means the documents forming the tender and acceptance thereof and the formal agreement executed between the Port Trust and contractor together with the documents referred to therein including the General conditions, Special conditions of contract, specifications, designs, Drawings, Priced Bill of quantities and instructions issued from time to time by the Nodal officer and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- 1.9** “Contractor” means the persons or firm or company whose tender has been accepted by the Board and the legal personnel, representatives or the successors of such firm or company and the permitted assigns of such persons or firm company.
- 1.10** “Sub-Contractor” means any person named in the contract as a sub-contractor for a part of the works or any person to whom a part of the works has been sub-contracted with the consent of the Employer’s Engineer and the legal successors in title to such person, but not any assignee of any such person.
- 1.11** “Contract price” means the sum named in the tender subject to such additions, thereto or deductions there from as may be made under the provisions hereinafter contained.
- 1.12** “Specification” means the specification of the works included in the contract and any modification thereof or addition thereto made or submitted by the contractor and approved by the Employer’s Engineer.
- 1.14** “Drawings” means the drawings referred to in the contract agreement and any modifications of such drawings approved in writing by the Chief Engineer and such other drawings as may from time to time be furnished or approved in writing by the Chief Engineer.
- 1.15** “Bill of Quantities” means the priced and completed Bill of Quantities forming part of the tender.
- 1.16** “Site” means the lands and other places on / under / in / or through which the “works” are to be executed or carried out and any other lands or places provided by the Board for the purposes of the contract.
- 1.17** “Works” or “Work” means the work by virtue of the contract to be executed in accordance with the contract under the relevant schedule whether temporary or permanent and whether original, altered, substituted or additional.

- 1.18 “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.
- 1.19 “Trust’s Stores” means the storage yards for materials of the Trust anywhere in the Harbour premises.
- 1.20 “Schedule(s)” referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers issued by Employer.
- 1.21 “Approved” means approved in writing including subsequent written confirmation of previous verbal approval and “Approval” means approval in writing including as aforesaid.
- 1.22 “Market Price” means the rate as decided by the Employer’s Engineer on the basis of the cost of materials and labour to the contractor at the site where the works are to be executed plus the percentage mentioned in Schedule to cover all overheads and profit.
- 1.23 “Nominated sub Contractor” means all specialists, merchants, tradesmen and others executing any special work or supplying any materials for which provisional or prime cost sums are included in the contract, who may have been or be nominated or selected or approved by the Employer / Employer’s Engineer and shall be deemed to be employed by the contractor.
- 1.24 “Prime costs” and “Prime cost sum” means the amount actually paid by the contractor for any article, commodity or special work and shall include all proper charges for packing, carriage and delivery to site, after deduction of all trade documents, rebates and allowances and the discount obtainable for cash insofar as such discount for cash exceeds 2½%.
- 1.25 “Provisional sum” or “Provisional Lump sum” means a lump sum included by the Employer in the tender documents and shall represent the estimated value of work for which details are not available at the time of issue of tender.
- 1.26 “A day” means a day 24 hours from midnight to the next midnight irrespective of the number of hours worked in that day.
- 1.27** “A week” means seven days without regard to the number of hours worked in any day in that week.
- 1.28 “A month” means a month according to Gregorian calendar.
- 1.29 “Commencement Date” means the deemed date of commencement of the work pursuant to Clause – 25 of Section II.

- 1.30 “Time for Completion” means the time for completing the execution and complying with and fulfilling the requirements on completion of the works or any section or part thereof as stated in the contract (or as extended under Clause – 25 of Section II calculated from the commencement date.
- 1.31 “Requirements on completion” means the requirements specified in the contract or otherwise agreed by the Employer’s Engineer and the contractor which are to be done and complied by the contractor before the works or any section or part thereof are taken over by the Employer’s Engineer.
- 1.32 “Taking-over Certificate” means a certificate issued pursuant to Clause – 26 of Section II.
- 1.33 “Retention Money” means the aggregate of all monies retained by the Employer pursuant to Clause – 38 of Section II.
- 1.34 “Provisional Items” shall mean items for which approximate quantities have been included in the tender documents.
- 1.35 “Urgent works” shall means any urgent measures which in the opinion of the Nodal officer become necessary during the progress of the works to obviate any risk of accident or failure or which become necessary for security.
- 2.1 Singular & Plural:
Words importing the singular only also include the plural and vice versa where the context so requires.
- 2.2 Interpretation:
- 2.3 Words importing persons or parties shall include firms and corporations and any organization having legal capacity.
- 2.3 Marginal headings or Notes:
The marginal headings or notes in these General conditions shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof of the contract.
- 3.1 Engineer’s Authority to Delegate:
The Employer’s Engineer or Nodal officer may from time to time delegate any of the duties and representative to other people and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the contractor.
- 3.2 Duties & powers of Nodal officer:

The duties of the Nodal officer 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 not except as expressly provided hereunder or elsewhere in the contract to order any work involving delay or any extra payment by the employer or to make any variation of or in the works. The Employer's Engineer or Nodal officer may from time to time in writing delegate to any of the powers and responsibilities vested in the Employer's Engineer and shall furnish to the contractor, a copy of all such written delegations of powers and authorities. Any written instruction or approvals given by the Nodal officer to the contractor within the terms of such delegation (but not otherwise) shall bind the contractor and the employer as though it had been gives by the Employer's Engineer, provided as follows.

- i. Failure of the Nodal officer to disapprove any work or materials shall not prejudice the power of the Employer's Engineer thereafter to disapprove such work or materials and to order the pulling down or removal or breaking up thereof;
- ii. If the contractor shall be dissatisfied by reason of any decision of the Nodal officer he shall be entitled to refer the matter to the Employer's Engineer who shall thereupon confirm / reverse or vary the contents of such decisions.

3.3 Appointment of Assistants

The Employer's Engineer or the Nodal officer may appoint any number of persons to assist the Nodal officer in carrying out his duties under Sub-Clause 1.4. He shall notify to the contractor the names, duties and scope of authority of such persons. Such assistants shall have no authority to issue any instructions to the contractor other than such instructions which may be necessary to enable them to carry out their duties and to secure their acceptance of materials, plant or workmanship as being in accordance with the contract, and any instructions given by any of them for those purposes shall be deemed to have been given by the Nodal officer.

3.4 Instructions in Writing

Instructions given by the Employer's Engineer shall be in writing, provided that if for any reason the Employer's Engineer considers it necessary to give any

such instruction orally, the contractor shall comply with such instruction. Confirmation in writing of such oral instruction given by the Employer's Engineer, whether before or after carryout of the instruction, shall be deemed to be an instruction within the meaning of this Clause. Provided further that if the contractor, within 7 days, confirms in writing to the Employer's Engineer any oral instruction of the Employer's Engineer and such confirmation is not contradicted in writing within 7 days by the Employer's Engineer, it shall be deemed to be an instruction of the Employer's Engineer.

The provisions of this Clause shall equally apply to instructions given by the Nodal officer and any assistants of the Employer's Engineer or the Nodal officer appointed pursuant to Sub-Clause 3.3.

3.5 Employer's Engineer to Act Impartially

Wherever, under the contract, the Employer's Engineer is required to exercise his discretion by:

- a) giving his decision, opinion or consent, or
- b) expressing his satisfaction or approval, or
- c) determining value, or
- d) otherwise taking action which may affect the rights and obligations of the Employer or the contractor.

He shall exercise such discretion impartially within the terms of the contract and having regard to all the circumstances. Any such decisions, opinion, consent, expressing of satisfaction, or approval, determination of value or action may be opened up, reviewed or revised.

4 Assignment and subletting:

4.1 Assignment:

The contractor shall not assign the contract or any part thereof or any benefits or interest there in or there under without the prior written consent of the Employer.

4.2 Subletting:

The Contractor shall not sublet the whole of the works, except where otherwise provided by the contract. The contractor shall not sublet any part of the works without the prior written consent of the Employer's Engineer (which shall not be unreasonably withheld) and such consent, if given shall not relieve the contractor of any liability or obligation under the contract and he

shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the contractor, his agents, servants or workmen, Provided always that the provision of labour on piece work basis shall not be deemed to be sub-letting or assignment of benefit or interest under this clause.

5. Extent of contract:

The contract comprises the manufacture, supply, construction, completion and maintenance of the works and excepting so far as the contract otherwise the provisions of all labour, materials, constructional plant, 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.

The entire site over which the works are to be executed will be given possession immediately after the work order. In such cases where it is possible to give possession in piece meal or in parts in a phased manner, the period of completion of work shall vary depending upon the date of handing over the site to the contractor.

6 Contract documents:

6.1 Language(s) and Law

The Language, in which the contract documents shall be drawn up, shall be in English.

The Law of India shall apply to the contract and the contract shall be construed according to the said Law. 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

6.2 Priority of Contract Documents

The several documents forming the contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Employer's Engineer who shall thereupon issue to the contractor instructions thereon and in such event, unless otherwise provided in the contract, the priority of the documents forming the contract shall as follows:

- a) The Contract Agreement (if completed);
- b) The Letter of Acceptance – Work Order;

- c) The tender form with Appendices
- d) General Conditions
- e) General information and Particular specifications
- f) The Drawings
- g) The Priced Bill of Quantities

6.3 Documents mutually Explanatory:

Except if and to the extent otherwise provided by the contract, the provisions of the General conditions and conditions of particular application shall prevail over those of any other document forming part of the contract. Subject to the foregoing, the several documents forming part of the contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies, the same shall be explained and adjusted by the Employer's Engineer who shall thereupon issue to the contractor, instructions directing in what manner the work is to be carried out.

If there are varying or conflicting provisions made in any one document forming part of the contract, the Employer's Engineer shall be the deciding authority with regard to the intention of the document.

Any error in description and quantity or rates in schedule or rates in schedule of works / items or bill of quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of the obligations under the contract.

6.4 Custody of Drawings:

The Drawings shall remain in the sole custody of the Employer's Engineer but two copies of these shall be furnished to the Contractor free of cost. The contractor shall provide and make at his own expense any further copies required by him. At the completion of the contract the contractor, shall return to the Employer's Engineer all drawings provided under the contract, if so desired by the Employer's Engineer.

The contractor shall give adequate notice in writing to the Employer's Engineer or Nodal officer of any further drawing or specification that may be required for the execution of the works or otherwise under the contract.

In case alternative design submitted by the contractor is accepted by the Employer's Engineer and works executed as per alternative design,

the original tracing and copies of drawings which may be with the Contractor, shall be handed over to the Employer's Engineer on completion of the work and such tracings and drawings shall become the property of the Employer's Engineer. One copy of the Drawings furnished to the contractor or prepared by the Contractor and approved by the Employer's Engineer in case of contractor's alternative designs as aforesaid shall be kept by the Contractor at the site and the same shall at all the reasonable times be available for inspection and use by the Employer's Engineer and the Nodal officer and by any person authorized by the Employer's Engineer in writing.

The Employer's Engineer shall have full power and authority to supply to the contractor, from time to time during the progress of the works such further Drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the works. Such supplementary drawings, issued / approved during the currency of contract will also form part of the contract and the Contractor shall carry out and be bound by the same.

6.5 One copy of Drawings to be kept on Site

One copy of the drawings, provided to or supplied by the contractor as aforesaid, shall be kept by the contractor on the site and the same shall at all reasonable times be available for inspection and use by the Employer's Engineer and by any other person authorized by the Employer's Engineer in writing.

6.6 Disruption of Progress

The contractor shall give notice to the Employer's Engineer whenever planning or execution of the works is likely to be delayed or disrupted unless any further drawing or instruction is issued by the Employer's Engineer within a reasonable time. The notice shall include details of the drawing or instruction required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

6.7 Delays and Cost of Delay of Drawings

If, by reason of any failure or inability of the Employer's Engineer to issue, within a time reasonable in all the circumstances, any drawing or instruction for which notice has been given by the contractor in accordance with Sub-Clause 6.6, the contractor suffers delay then the Employer's Engineer shall, after due consultation with the contractor, determine any extension of time to

which the contractor is entitled under Clause 30, and shall notify the contractor accordingly.

6.8 Failure by contractor to submit Drawings

If the failure or inability of the Employer's Engineer to issue any drawings or instructions is caused in whole or in part by the failure of the contractor to submit drawings, specification of other documents, which he is required to submit under the contract, the Employer's Engineer shall take such failure by the contractor into account when making his determination pursuant to Sub-Clause 6.7.

6.9 Supplementary Drawings and Instructions

The Employer's Engineer shall have authority to issue to the contractor, from time to time, such supplementary drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and completion of the works and the remedying of any defects therein. The contractor shall carry out and be bound by the same.

6.10 Works Designed by Contractor

Where the contract expressly provides that part of the Works shall be designed by the contractor, he shall submit to the Employer's Engineer, for approval:

- a) such drawings, specifications, calculations and other information as shall be necessary to satisfy the Employer's Engineer as to the suitability and adequacy of that design, and
- b) operation and maintenance manuals together with drawings of the works as completed, in sufficient detail to enable the Employer's Engineer to operate, maintain and adjust the works incorporating that design.

6.11 Responsibility Unaffected by Approval

Approval by the Employer's Engineer, in accordance with Sub-Clause 6.10, shall not relieve the contractor of any of his responsibilities under the contract.

7.1 Work to be to the satisfaction of the Employer's Engineer:

The contractor shall with the due care and diligent, designs (to the extent provided for by the contract), execute, complete and maintain the works in strict accordance with the contract to the satisfaction of the Employer's Engineer and shall comply with and adhere strictly to the Employer's Engineer's instructions and directions on any matter (whether mentioned in

the contract or not) touching or concerning the works. The contractor shall take instructions and directions only from the Employer's Engineer and from the Nodal officer (subject to the limitations referred to in clause 3 hereof).

7.2 Work to be in accordance with Contract

7.2.1 Unless it is legally impossible, the contractor shall execute and complete the works and remedy any defects therein in strict accordance with the contract to the satisfaction of the Employer's Engineer. The contractor shall comply with and adhere strictly to the Employer's Engineer's instructions on any matter, whether mentioned in the contract or not, touching or concerning the works.

7.2.2 The contractor shall take instructions only from the Employer's Engineer, or subject to the provisions of Clause - 3, from the Nodal officer.

8. Contractor's Superintendence:

The contractor shall give or provide all necessary superintendence to the complete satisfaction of the Employer's Engineer during the execution of the works, and as long thereafter as the Employer's Engineer may consider necessary. The contractor or a competent and authorized agent or representative approved in Writing by the Employer's Engineer (which approval may at any time be withdrawn) is to be constantly on the work and shall give his whole time to the superintendence of the same. Such authorized agent or representative shall receive on behalf of the contractor, directions and instructions from the Employer's Engineer or the Nodal officer (Subject to the limitations of Clause 3 hereof).

The contractor's Agent and Senior site staff shall be capable of receiving and giving instructions, understanding specifications, drawings and other instructions and carrying out all their business in English language.

Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

9.1 Contractor's Labour:

The contractor shall employ labour in sufficient numbers either directly or through sub contractors to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Nodal officer. The contractor shall not employ in connection with the works any person who has not completed fifteen-years of age. The contractor shall obtain a valid license under the Central Labour

(R&A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the work.

The Contractor / Firm shall submit antecedent verification certificate for contract labourers & workers employed for the work and produce the same for verification of the Nodal officer.

9.2 Housing for Labour

Save in so far as the Contract otherwise provides, the Contractor shall provide and maintain such accommodation and amenities as he may consider necessary for all his staff and labour, employed for the purposes of or in connection with the Contract, including all fencing, water supply (both for drinking and other purposes), electricity supply, sanitation, cook houses, fire prevention and fire-fighting equipment, furniture other requirements in connection with such accommodation or amenities at their cost outside the Port premise. No labour camps shall be allowed inside the Port premises.

9.3 Entry of Labour in Port premises:

9.3.1 Harbour Entry Permits for monthly and yearly in respect of Individual/Driver/Vehicle will be issued on RFID based Harbour Entry Permits (HEP) only and the HEPs will not be issued as per the old system(manual pass). The contractor has to avail entry permits through online RFID based Harbour Entry Permits (HEP) by registering in the system.

Admission into the Harbour is regulated by issue of passes for the contractor and his staff. These passes shall be accompanied by identity cards valid for the entire period of contract.

All the above entry passes and identity cards will be issued free of cost to the contractor. The contractor is solely responsible for all the details incorporated in the passes and the identity cards and the Chennai Port Trust shall be indemnified against their misuse.

The entry passes shall be produced at the time of entry and any other time when demanded by the CISF personnel or department officials.

As per ISPS requirements all the Port users/Contractors should submit antecedent verification / police verification or Pass port copy of their employees / contract workers, since it is a pre-requisite for issuing all Port Entry Passes.

9.4 Customs and security arrangements:

The contractor shall comply with all the regulations imposed by the customs and Port Security Authorities in respect of the passage of plant, vehicles, materials and personal through customs barriers.

9.5 Fair Wages:

The contractor shall pay the labour engaged by him on the work not less than fair wages which expression shall mean whether for the time of piece work, the labour rates of wages as fixed by the Central Public Works Department as fair wages of the state payable to the different categories of labourers of those as notified under the Minimum Wages Act for the district for corresponding employees of the Employer whichever may be higher.

“Nodal officer will make necessary arrangements for witnessing the payment by the contractor to his labourers. The contractor should arrange for that and get the certificate from the department as required in terms of the CPWD contract labour regulations”.

9.6 Festival and Religious Customs:

The contractor shall allow his labourers to avail the Government notified national and local festival holiday and also such closed holidays for the Port declared by the Employer and also have due regard to local religious and social customs in respect of labour employed by him.

9.7 Wage Records:

The contractor shall, maintain records of wages and other remuneration paid to his employees in such forms as may be convenient and to the requirement of the Engineer and Conciliation Officer, Central Ministry of Labour, Government of India or such other authorized persons appointed by the State Government. The Contractor shall also exhibit the different notices as required under the Minimum Wages Act, 1949, Payment of Wages Act, 1936 and other Act / Rules and Regulation made there under from time to time.

9.8 Returns of Labour:

The contractor shall, if required by the Employer's Engineer, deliver to the Nodal officer or at his office, a return in detail in such form and at such intervals as the Employer's Engineer may prescribe showing the supervisory staff and the numbers of the various classes of labour from time to time employed by the contractor on the site and such information respecting constructional plant as the Nodal officer may require.

9.9 Removal of workmen:

The contractor shall employ in and about the execution of the work only such persons as are careful, skilled and experienced in their several trades and calling to the approval of the Employer's Engineer. The Employer's Engineer shall be at liberty to object to and to require the contractor to remove from the above works any person employed by the contractor in or about the execution of the works who in the opinion of the Employer's Engineer misconducts himself or is incompetent or is negligent in the proper performance of his duties and such persons shall not be again employed in the works without permission of the Employer's Engineer.

9.10 Contractor's temporary structures:

The contractor may at his own expenses and subject to the approval of the Engineer, construct temporary offices, stores, workshops in the area allotted to him and remove the same as per the order of the Engineer on completion of the contract. No hire charges are payable for the area allotted during the contract period or such extended time as granted by the Engineer. However, the hire charges for the land area utilized by the contractor after completion of the contract period or such extended time shall be recovered from the contractor at the rate fixed by the Board from time to time.

9.11 Employment of the Government Retired persons:

No Employer's Engineer of gazetted rank or other class I & II officers employed in Engineering or administrative duties in an Engineering department of the Government of India / Port is allowed to work as a contractor for a period of 2 years of his retirement from Government / Port service without the previous permission of Government of India or by the Port as the case may be. The contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who had not obtained the permission of Government of India / Port as the case may be as aforesaid before submission of the tender or engagement in the contractor's service as the case may be.

10. Setting out the works:

The Nodal officer shall supply basic data such as dimensional drawings, levels and alignment for the work and other information necessary to enable the contractor to set out the work. The

benchmark and a base line of specified relationship with reference to the alignment of the works shall also be supplied by the Nodal officer in writing and the contractors shall provide all setting out apparatus required and setting out of the works. The contractor shall be fully responsible for the true and proper setting out of the works and for the correctness of the position levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the works any error shall apply or arise in the position levels, dimensions or alignment of any part of the works, the contractor on being required to do so by the Employer's Engineer shall at his own expense rectify such error to the satisfaction of the Employer's Engineer unless such error is based on incorrect data supplied in writing by the Employer's Engineer or by the Nodal officer, in which case the expenses of rectifying the same shall be borne by the Board. The checking of any setting out and or of and line or level by the Nodal officer shall not in any way relieve the contractor of his responsibility for the correctness thereof and the contractor shall carefully protect and preserve all benchmarks, site rails, pegs and other things used in setting out the works.

11. Watching and lighting:

The contractor shall in connection with the works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary as required by the Employer's Engineer or by any competent statutory or other authority for the protection of the works, materials, etc., or for the safety and convenience of the public or others.

All lights provided by the contractor shall be placed or screened so as not to interfere with any signal lights on the Employer's Railway or with any navigational lights or with any traffic or signal lights of any local or other authority.

12.1 Dismantled Materials:

The contractor shall treat all materials obtained during dismantling of a structure excavation of the site for a work etc. as Board property and such materials shall be disposed of to the best advantage of Board according to the instructions writing issued by the Nodal officer.

12.2 Contractor to keep site clean:

75 During the execution of the works the Contractor shall keep the Site reasonably free

from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment and surplus materials and clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required.

13.1 Extraordinary Traffic:

The contractor shall use every reasonable means to prevent any of the access road communicating with or on routes to the site from being damaged or injured by any traffic of the contractor or any of his sub contractors and in particular shall select routes, choose and use vehicles and also restrict and distribute loads so that any such extraordinary traffic as will inevitable access from the moving of plant and materials from and to the site shall be limited as far as reasonably and so that no unnecessary damage or injury may be occasioned to such approach.

The contractor's attention is drawn to the fact that the other contractors employed by the Employer will be working in the vicinity of the construction of structures. Hence, the contractors shall allow other agencies for work if any and shall allow such agencies the use of scaffolding the similar conveniences which any building contractor might have put up and shall further give such agencies facilities to carry out their trades. Works like punching the walls, floors and making them good, required during the electrification shall be done by the building contractors for which they may not be made any special payment by the Trust. The contractor's working arrangements should be in such a manner as to cause no hindrance to the other contractors working nearby or to the functions of the Harbour and to enable other contractors / department / other agencies to work contemporaneously on separate contracts.

13.2 Interference with Traffic and adjoining properties:

All operations necessary for the execution and completion of the Works and the remedying of any defects therein shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with:

- a) the convenience of the public, or
- b) the access to, use and occupation of public or private roads and footpaths to or of properties whether in the possession of the Employer or of any other person.

The Contractor shall save harmless and indemnify the Employer in respect of all

claims, proceedings, damages, costs, charges and expenses whatsoever arising out of, or in relation to any such matters in so far as the Contractor is responsible there for.

14.1 Opportunities for other Contractor

The Contractor shall, in accordance with the requirements of the Employer's Engineer, afford all reasonable opportunities for carrying out their work to:

- a) any other Contractors employed by the Employer's Engineer and their workmen.
- b) the workmen of the Employer, and
- c) the workmen of any duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any Contract which the Engineer may enter into in connection with or ancillary to the Works.

14.2 Facilities for other Contractors

If, however, pursuant to Sub-Clause - 14.1 the Contractor shall, on the written request of the Employer's Engineer:

- a) permit the use, by any such, of Temporary works or Contractor's Equipment on the Site, or
- b) provide any other service of whatsoever nature for any such,
the Employer's Engineer shall determine an addition to the Contract Price.

15. Supply of plant, materials and labour:

15.1 Except where otherwise specified in the contract, the contractor shall at his own expenses supply and provide all the constructional plant, temporary works, materials both for temporary and permanent works under the contract, labour (including the supervision thereof) transport to or from site and in and about the works and other things of every kind required for the construction, completion and maintenance of the works.

15.2 The contractor shall not hire out any item of plant 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 Employer's Engineer and such permission may or may not be granted by the Employer's Engineer.

15.3 The contractor shall at his own costs make due arrangements for the proper watch and safety of all materials and plant supplied to him by the Board / or brought by him for use on this work. He shall not remove such constructional plant or materials from the site without the permission of the Employer's

Engineer.

If any of the materials supplied or constructional plant hired out by the department are lost or damaged in any way due to negligence or carelessness on the part of the contractor or his employees, the cost thereof determined by the Employer's Engineer shall be recovered from the contractor from any moneys due to him or to become due to him.

15.4 Avoidance of Damage to Roads

The Contractor shall use every reasonable means to prevent any of the roads or bridges communicating with or on the routes to the Site from being damaged or injured by any traffic of the Contractor or any of his Sub-Contractor and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of materials, Plant, Contractor's Equipment or Temporary works from and to the Site shall be limited, as far as reasonable possible, and so that no unnecessary damage or injury may be occasioned to such road and bridges.

15.5 Transport of Contractor's Equipment or Temporary Works

Save in so far as the Contract otherwise provides, the Contractor shall be responsible for and shall pay the cost of strengthening any bridges or altering or improving any road communicating with or on the routes to the Site to facilitate the movement of Contractor's equipment or Temporary Works and the Contractor shall indemnify and keep indemnified the Employer against all claims for damage to any such road or bridge caused by such movement, including such claims as may be made directly against the Employer and shall negotiate and pay all claims arising solely out of such damage.

15.6 Transport of Materials or Plant

If, notwithstanding Sub-Clause - 15.4, any damage occurs to any bridge or road communicating with or on the routes to the Site arising from the transport of materials or Plant, the Contractor shall notify the Employer's Engineer, as soon as he becomes aware of such damage or as soon as receives any claim from the authority entitled to make such claim. Where under any Law or Regulation the haulier of such materials or Plant is required to indemnify the road authority against damage, the Employer shall not be liable for any costs, charges or expenses in respect thereof or in relation thereto.

16. Clearance of site on completion:

Upon completion of works, the contractor shall clear away and remove from the site all the constructional plant, temporary works remaining thereon, any

unused materials provided by the contractor, and surplus materials and rubbish of every kind and leave the site and works clean and in a workman-like condition to the satisfaction of the Nodal officer.

If the contractor fails to remove any such constructional plant, temporary works or unused materials within such reasonable time after completion of works as may be allowed by the Employer's Engineer, then the Employer may sell the same and shall after deduction from the proceeds, cost, charges and expenses of and in connection with such sale, pay the balance if any, to the contractor.

The Employer shall not at any time be liable for the loss or injury to any of the said constructional plant, temporary works or materials.

17. Bribes, Commission and Corrupt Gifts:

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent or servant or any one of his or their behalf to any officer, servant, representative or agent of the Employer's Engineer or to any person on his behalf in relation to the obtaining or to the execution of this or any other contract with the Employer shall in addition to any criminal liability which he may incur subject the contractor to the cancellation of this and all other contracts with Employer and also to the payment of any loss or amounts resulting from any such cancellation. Further, the employer shall be entitled to deduct the amounts so payable from any money otherwise due to the contractor during this or any other contract. Any question or dispute as to the commission of any offence under the present clause shall be settled by the Employer's Engineer, in such manner and on such evidence or information as he shall think fit and consider sufficient and his decision shall be final and binding on the contractor.

The tender involves an obligation of secrecy and the commission by the contractor, his agents, servants of sub-contractors or their agents or servants of any offence under the Indian Official Secrets Act, 1923, or any statutory modification or re-enactment thereof will apart from any criminal liability constitute a breach of the contract.

18. Use of explosives:

Except as may be provided in the specification or approved by the Employer's Engineer, the contractor shall not use explosives. The contractor shall only

permit handling and use of explosives to be carried by men fully qualified and experienced in the storage, handling and issues of the types of explosives to be used. He shall comply with the provisions of Indian Explosives Act.

19. Levels:

The contractor shall provide all assistance, instruments, labour and materials as are normally required for taking levels for the work. The contractor shall provide at his own expense experienced attendants for the Employer's Engineer or his representative to assist him in taking levels and checking of alignments.

20. Inflammable stores:

The contractor shall comply with all Central and Local regulations in respect of storage of all inflammable stores or other materials safe involving risk to third parties and shall take all special precautions required in the transport and use of such materials. The contractors shall submit to the Employer's Engineer for approval, all drawings and documents required for the construction of storage sheds to the proper requirements.

21. Nuisance, disorderly conduct etc.:

The contractor shall at all times take all reasonable precautions or prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same.

22. Accidents - Reporting of:

The contractor shall within 24 hours of the occurrence of any accident at or about the site or in connection with the execution of the work, report such accident to the Nodal officer. The contractor shall also report such accidents to the competent authorities to whom such report is required by laws.

23. Materials brought to site:

Materials required for the works, whether brought by the Contractor or supplied by the Employer shall be stored by the contractor only at a place approved by the Employer's Engineer. The storage and safe custody of materials shall be the responsibility of the contractor. All materials brought to the site shall become and remain the property of the Employer and shall not be removed off the site without the prior written approval of the Employer's Engineer. But whenever the works are finally completed and advance, if any,

in respect of any such materials is fully recovered, the contractor shall at his own expense forthwith remove from the site all surplus materials originally supplied by him and upon such removal, the same shall revert to and become the property of the contractor.

24.1 Cost of the Tests:

The cost of making any test shall be borne by the contractor if such test is clearly intended or provided for in the specifications or Bill of Quantities and in the cases only of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purpose which was intended to fulfill is particularized in the specification or bill of quantities in sufficient detail to enable the contractor to price or allow for the same in his tender. In case specification for a particular item is not in the tender document, relevant I.S. specification and in their absence, other international standards will apply.

24.2 Cost of Tests not provided for:

If any test is ordered by the Employer's Engineer which is either not so intended by or provided for or (in the cases above mentioned) is not particularized or though so intended or provided for is ordered by the Employer's Engineer to be carried out by an Independent person at any place other than the site or the place of manufacture or fabrication of the materials tested, then the cost of such test shall be borne by the contractor, if the test shows the workmanship or materials not to be in accordance with the provisions of the contract or the Employer's Engineer's instructions but otherwise by the Employer.

25. Access to site:

The Employer's Engineer and any person authorised by him shall at all times have access to the works and to the site and to all workshops and places where work is being prepared or when materials, manufactured articles, or machinery are being obtained for the works and the Contractor shall afford every facility for every assistance in or in obtaining the right to such access.

26. Inspection register:

An inspection register is required to be maintained at the site of work, duly issued by the Nodal officer and docketed by from the Nodal officer office. Which must be produced whenever called upon to do so by the Engineer or

his representative during their inspection of the work. It will be the responsibility of the Nodal officer or his nominee to ensure that the observations of the inspection officers for each and every visit are available in the inspection register either through recorded notes or through pasting the inspection notes. The Nodal officer or his nominee shall carry over such observation and defects, on which action is to be taken by the contractor, to the site order book with cross-reference in the inspection register. The observations recorded in the inspection register by Employer's Engineer or Nodal officer is reviewed during subsequent inspections to ensure their compliance.

27.1 Removal of improper works & material:

The Employer's Engineer shall during the progress of the works have power to order in writing from time to time the following:

- i. The removal from the site within such time or times as may be specified in the order of any materials, which in the opinion of the Employer's Engineer are not in accordance with the contract.
- ii. The substitution of materials not in accordance with the contract by proper and suitable materials and
- iii. The removal and proper re-execution (notwithstanding any previous test thereof or interim payment thereof) of any work, which in respect of materials or workmanship, is not in the opinion of the Employer's Engineer in accordance with the contract.

27.2 Default of the contractor in compliance:

In case of the default on the part of the contractor in carrying out such order, the employer shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the contractor and recoverable from him by the Employer from any moneys due or which may become due to the contractor.

28. In the event of unsatisfactory progress:

The progress of the work at each stage shall be subject to the approval of the Employer's Engineer, whose decision as to the rate of progress at each stage shall be final and binding on the contractor. In case of delay in the progress of work, the Employer's 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 3 days of the receipt of the memo. If the Employer's Engineer is not satisfied with the explanation offered, the Employer's Engineer may take further action against the contractor including withholding payment of pending bills in whole or in part and also reserves to himself the right to cancel the contract for unsatisfactory progress in the work at any stage.

In the event of the contract being terminated at any stage due to unsatisfactory progress of work, as per clause aforementioned, the Employer's Engineer shall have right to execute the portion of works left incomplete using the Board's labour or any other agency. The contractor will be liable to make good any loss incurred by the Board on this account. Such amounts will be recovered from any moneys due to or to become due to the contractor.

29. Suspension of work:

The contractor shall on the written order of the Employer's Engineer suspend the progress of the work or any part thereof for such time or times and in such manner as the Employer's Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Employer's Engineer. The extra cost including all running wages to be paid on the site, salaries, depreciation and maintenance of plant on site at cost and general over head cost of the contract incurred by the contractor in giving effect to the Employer's Engineer's instructions under this clause shall be borne and paid by the employer unless such suspension is:

- i. otherwise provided for in the contract
or
- ii. necessary for the proper execution of the work or by reason or weather conditions affecting the safety or quality of the work or by some default on the part of the contractor
or
- iii. necessary for the safety of the works or any part thereof

Provided that the contractor shall not be entitled to recover any such extra cost unless he gives notice in writing of his intention to claim to the Employer's Engineer within 28 days of the Employer's Engineer's order. The Employer's Engineer shall settle and determine such extra payment to be

made to the contractor in respect of such claim as shall in the opinion of the Employer's Engineer be fair and reasonable.

30. Extension of time:

30.1 The contractor shall commence the works on site within the period named in the tender after the receipt by him of an order in writing to this effect from the Employer's Engineer and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Employer's Engineer or be wholly beyond the control of the contractor.

30.2 The contractor shall maintain the rate of progress required as per schedule. If the progress of work is held up owing to circumstances, which in the opinion of the Employer's Engineer are beyond the control of the contractor, such as war, stormy weather and for other reasonable causes in the opinion of the Employer's Engineer, the Employer's Engineer may at his discretion grant to the Contractor such extension of time as he considers reasonable for the completion of the work. In such circumstances, the contractor shall apply for extension of time within fifteen days of the hindrance on account of which he desires such extension as aforesaid.

30.3 The execution of the work during the extended period also, shall be only under the conditions and at the rate specified in the contract.

30.4 The grant of such extension of time will not bestow on them any right to claim compensation or extra payment at a future date whatsoever.

No claim shall be made by the Contractor on the grounds of executing the work beyond the completion period stipulated in the contract.

31. Way leaves etc.,

The contractor shall bear all expenses and charges for special or temporary way leaves required by him in connection with access to the site. The contractor shall also provide at his own cost any additional accommodation outside the site required by him for purpose of the works.

32. Work during Night or on Sundays and authorised Holidays:

Subject to any provisions to the contrary contained in the contract, none of the permanent works shall be carried out during night or authorised holidays without prior permission in writing of the Nodal officer. Except when the work is unavoidable or absolutely necessary for the safety of life, property or works in which case the contractor shall immediately advise the Nodal officer

accordingly.

33.1 Execution of works of Repair etc.:

To the extent that the works shall at or as soon as practicable after the expiration of the period of maintenance to be delivered up to the Employer in as good and perfect a condition (normal, wear & tear excepted) to the satisfaction of the Employer's Engineer as that in which they were at the commencement of the period of maintenance, the contractor shall execute all such work of other repair, amendment, reconstruction, rectification and making good of defects, imperfections, shrinkages or other faults as may be required of the contractor in writing by the Employer's Engineer during the period of maintenance or within fourteen days after its expiration as a result of an inspection made by or on behalf of the Employer's Engineer prior to its expiration.

33.2 Cost of execution of works, Repair etc.:

All such work shall be carried out by contractor at his own expense if the necessity thereof shall in the opinion of the Employer's Engineer be due to the use of materials or workmanship not in accordance with the contract or to neglect or failure on the part of the contractor to comply with any obligation expressed or implied on the contractor's part under the contract. If in the opinion of the Employer's Engineer such necessity shall be due to any other cause, the value of such work shall be ascertained and paid for as if it were additional work.

33.3 Remedy on contractor's failure to carry out work required:

If the contractor shall fail to do any such work as aforesaid required by the Employer's Engineer, the Employer shall be entitled to carry out such work by his own workmen or by any other contractor. If such work is a work which the contractor should have carried out at the contractor's own costs the Employer shall be entitled to recover from the contractor the cost thereon and may deduct the same from any moneys due or that may become due to the contractor.

34. Compensation for delay:

If the contractor fails to complete the work in all respects within the time specified or within the extended time that may be allowed by the Employer's Engineer as per clause 30, the contractor shall pay or allow to the Board a sum of contract as liquidated and ascertained damages and not by way of penalty, for every day/week or part thereof beyond the said period or

extended period as the case may be during which the work shall remain unfinished. Such damages will be deducted from any Amount payable to or to be payable to the contractor including encashment of Bank Guarantee or any Securities/ Guarantees, if any available with the Port Trust. The maximum Amount of Liquidated Damages will be worked out based on the Total Contract value inclusive of all fes and Duties thereon.

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

The Liquidated Damages/ Late Delivery charges will be worked out as follows;

- i). The Liquidated Damages/ Late Delivery charges whose period of contract / delivery is less than four weeks, Liquidated Damages/ Late Delivery charges will be 1% per day on the contract value subject to maximum of 10% of the contract value.
- ii). The Liquidated Damages/ Late Delivery charges whose period of contract / delivery is above four weeks, Liquidated Damages/ Late Delivery charges will be ½% (half percent) per week (a week is defined as 7 days inclusive of holidays) or part thereof of the total value of the contract subject to a maximum of 5% of the total value of contract.

The payment of such damages does not relieve the contractor of his obligations to complete the works or from any other of his obligations or liabilities under this contract.

35. Remedy on contractor's failure to carryout the work required

The progress of the work at each stage will be subject to the approval of the Employer's Engineer whose decision as to the rate of progress at each stage shall be final and binding on the contractor. The Employer's Engineer reserves to himself the right to cancel the contract for unsatisfactory progress in the work at any stage.

In such an event the Employer's Engineer also has the right to execute the portion of works left incomplete using the Ports own labour or with any other agency and the contractor will be liable to make good an loss incurred by the Port on this account. Such amounts will be recovered from any moneys due to or to become due to the contractor.

36. Employment of Technical Staff:

36.1 The contractor shall employ following technical staff during the execution of this work: -

One Graduate Engineer with two years experience or one Diploma Engineer with five years experience will act as principal Technical Representative (Project Planning/site/billing Engineer).

36.2 The technical staff should be available at site, at all times during the course of execution of work. He will take instructions from the Nodal officer as and when required by him.

- 36.3 In case the contractor fails to employ the technical staff as aforesaid he shall be liable to pay to the Board a reasonable amount not exceeding the sum of Rs.15,000/- (Rupees fifteen thousand only) per month for Principal Technical Representative and Rs.15,000/- (Rupees fifteen thousand only) per month for Project Planning/site/billing Engineer.
- 36.4 The decision of the Nodal officer as to the period for which the required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor as to the amount and the contractor's liability to pay the amount.
37. Change in constitution:
Where the contractor is a partnership firm, prior approval in writing of the Nodal officer shall be obtained before any change is made in the constitution of firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership, the firm would have the right to carry out the work hereby undertaken by the contractor.
38. Termination of contract in the event of death, insanity etc.:
In the event of death insanity or insolvency of the contractor or in the case of contractor being a partnership on dissolution of the firm of the contractor or in case of the contractor being a company governed by the Companies Act, 1956, the winding up of the company, the contract shall be terminated on the happening of the event above said and all acceptable work shall be measured and paid for to the person or person legally entitled to receive payment for the work done and on his or their executing a bond indemnifying the Board against any claims that may be made in respect of payments made by Board by persons claiming from the contractor or others in respect of work done by the contractor prior to the termination of the contract.
39. i) If in the opinion of Engineer the contractor
- a. has abandoned the contract (or)
 - b. without reasonable excuse has failed to commence the works or proceed with the works with due diligence or has suspended the progress of work for 20 days after receiving from the Employer's Engineer written notice to proceed (or)

- c. has failed to remove materials from the site or to pull down and replace work for 28 days after receiving from the Engineer written notice that the said materials or work has been condemned and rejected by the Employer's Engineer under these conditions.
 - d. is not executing the works in accordance with the contract or persistently or flagrantly neglecting to carry out his obligations under the contract (or)
 - e. has to the detriment of good workmanship or in defiance of the Employer's Engineer's instructions to the contrary sublet any part of the contract. Then, the Board may after giving 14 days' notice in writing to the Contractor enter upon the site and the works and expel the contractor there from without thereby avoiding the contract or releasing the contractor from any of his obligations or liabilities under the contract or effecting the rights and powers conferred on the Board or the Employer's Engineer by the contract and may himself complete the works or may employ any other contractor to complete the works and the Board or other contractor may use for such completion so much of the constructional plant, temporary works or may employ any other contractor to complete the work and materials which have been deemed to be reserved exclusively for the construction and completion of the works under the provisions of the contract as he or they may think proper and the Board may at any time sell any of the said constructional plant, temporary works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to the Board from the contractor under the contract.
- ii) The Employer's Engineer shall as soon as may be practicable after any such entry and expulsion by the Board fix and determine exparte or by or after reference to the parties or after such investigations or enquiries as he may think fit to make or institute and shall certify the amount (if any) had at the time of such entry and expulsion been reasonable earned by or would reasonably accrue to the contractor in respect of work then actually done by him under the contract and what was the value of any of the said unused or partially used materials any constructional plant and any temporary works.
 - iii) If the Board shall enter and expel the contractor under this clause, they shall not be liable to pay to the contractor any money on account of the contract until the expiration of the period of maintenance and thereafter until the costs of completion and maintenance damages for delay, in completion (if any) and all other expenses incurred by the Board have been ascertained and amount

there for certified by the Employer's Engineer. The contractor shall then be entitled to receive only such sum or sums (if any) as the Employer's Engineer may certify would have been due to him upon the completion by him after deducting the said amount. But, if such amount shall exceed the sum, which would have been payable to the contractor on due completion by him then the contractor shall upon demand pay to the Board the amount of such excess and it shall be deemed a debt due by the contractor to the Board and shall be recoverable accordingly.

40. Alterations in specifications and designs, Additions and Omissions:

40.1. The Employer's Engineer shall have the power to make any alterations in, omissions from, additions to or substitutions for the original specification, drawings, designs and instructions that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instruction which may be given to him in writing signed by the Employer's Engineer and such alteration, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Employer's Engineer shall be conclusive as to such proportion. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order:

- i. If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- ii. If the rates for the additional altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- iii. If the altered, additional or substituted work includes any work for which no rate is specified in the contract for the work and which cannot be

derived from the similar class of work in the contract, then such work shall, be carried out at the rates entered by the department taking into account the Port's own schedule of rates on which the estimated value of work put to Tender was worked out, with minus / plus percentage which the total tendered amount bears to the estimated cost of the entire work put to tender.

- iv.** If the rates for altered, additional or substituted work cannot be determined in the manner specified in the sub-clauses 40.1(i) to 40.1(iii) above, then the rates / for such work shall be worked out on the basis of the Schedule of rates of the Port specified above, minus/ plus the percentage which the total tendered amounts bears to the estimated cost of the entire work put to tender provided always that if the rate for a particular part or parts of the item is not in the Schedule of rate, the rate for such part or parts will be determined by the Nodal officer on the basis of the prevailing market rates when the work was done.
- v.** If the rates for the altered, additional of substituted work cannot be determined in the manner specified in the sub-clause 40.1(i) to 40.1(iv) above, then the contractor shall within 7 days of the date of receipt of order to carry out the work, inform the Employer's Engineer of the rate which is his intention to charge for such class of work, supported by the analysis of the rate or rates claimed and the Employer's Engineer shall determine the rate or rates, on the basis of the prevailing market rates and pay the contractor accordingly. However, the Employer's Engineer by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, but under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates of items falling under the clause. In the event of any disagreement, the Employer's Engineer shall fix such rate or price as shall in his opinion be reasonable and proper having regard to the circumstances and such decision of the Employer's Engineer shall be final.

40.2 Except in case of items related to foundations, provisions contained in sub-clause 40.1(i) to 40.1(v) above shall not apply to contract or substituted items

as individually exceed the percentage set out in the tender document (referred to herein below as "Deviation limit" subject to the following restrictions:

- i. The deviation limit referred to above be the net effect (algebraically sum) of all additions and deductions ordered.
- ii. In no case shall the additions/deductions (arithmetical sum) exceed twice the deviation limit.
- iii. The deviations ordered on items of any individual trade included in the contract shall not exceed +/- 50% of the value of the trade in the contract as a whole or half the deviation limit whichever is less.
- iv. The value of additions of items of any individual trade not already included in the contract shall not exceed 10% of the deviation limit.

Note: Individual trade means the trade section to which scheduled of quantities annexed to the agreement has been divided or, in the absence of any such division the individual section of the schedule of rates specified above, such as, excavation and earthwork, concrete, wood work and joinery, etc.

40.3 For the purpose of operation of clause 40.2, the following works shall be treated as works relating to foundation:

- i. For buildings, compound walls, plinth level or 1.2 metres (4 feet) above ground level whichever is lower excluding items of flooring and D.P.C. but including base concrete below the floors.
- ii. For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs, the bed or floor level.
- iii. For retaining walls where floor level is not determinate, 1.2 metres above the average ground level or bed level.
- iv. For roads, all items of excavation and filling including treatment of sub-base and soling work.
- v. For water supply lines, sewer lines, underground storm water drains and similar works. All items of work below ground level except items of pipe work, proper masonry work.
- vi. For open storm water drains, all items of work except lining of drains.

41. Action where no specification of work is available:

In the case of any class of work for which there is no specification, such work shall be carried out in accordance with the relevant Indian Standards and in the absence of Indian Standards, any equivalent international standards and

in the event of there being no standard specifications then in such case, the work shall be carried out in all respects in accordance with the instructions and requirements of the Nodal officer.

42. No compensation for alteration in or restriction of work to be carried out:

If at any time after the commencement of work, the Employer's Engineer shall for any reason whatsoever not require the whole work as specified in the tender to be carried out, the Employer's Engineer shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions, which shall involve any curtailment of the work as originally contemplated;

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bona fide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof and then taken back by the contractor provided however, that the Employer's Engineer shall have in all such situations, the option of taking over all or any such materials at their purchase price or at local current rates whichever may be less. In the case of such stores having been issued from the department stores, supervision charges and storage charges shall be refunded in addition to the issue rates of materials.

43. Payment Certificates

43.1 The Contractor shall submit to the Nodal Officer or his nominee monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

43.2 The Nodal Officer or his nominee shall check the Contractor's monthly statement within 14 days and certify the net amount to be paid to the Contractor. The net amount payable means gross amount less all statutory levies such as Income Tax on work contract and any other amount due to the Trust.

43.3 The value of work executed shall be determined by the Nodal Officer or his nominee.

43.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

43.5 The value of work executed shall include the valuation of Variations.

43.6 The Nodal Officer or his nominee may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

44. Certificate and payments

44.1 Monthly payments:

The contractor shall submit to the Engineer on or before the 10th of each month, a statement on the standard printed form to be had on application, showing the estimated contract value of the permanent work executed up to the end of the month (if such) value shall justify the issue of an interim certificate and the contractor will be paid monthly on the certificate of the Engineer, the amount due to him on account of the estimated contract value of the permanent work executed up to the end of the previous month together with such amount (if any) as the Engineer may consider proper on account of materials for permanent works delivered by the contractor, on the site subject to a retention of the percentage named in the tender until the amount retained shall reach the Limit of Retention money / Security Deposit named in the tender. All amount due to the Board by the contractor if outstanding on account of supply of any materials, electricity, water, services rendered in connection with the contract, repairs or rectifications to work etc., shall be adjusted from the bills or any amount due to the contractor by the Board by way of outstanding deposits etc.

44.2 75 % of the net amount of interim or running bill shall be paid by the employer within ten days from the date of submission of interim or running bill certificate and the balance within thirty days from the date of submission of interim certificate or running bill.

44.3 The date on which a Cheque of payment is handed over to the contractor by the Employer will be considered as the date of payment for all purposes. Delay in making such payments by the Employer due to exceptional circumstances shall not nullify or vitiate in any way or other, the conditions of the contract and the contractor shall have no claim on this account.

44.4 The Engineer may by any certificate make any correction or modification in any previous certificate, which shall have been issued by him and shall have the power to withhold any certificate if the work or any part thereof is not being carried out to his satisfaction.

44.5 Final Statement

Not later than 60 days after the issue of the 'Taking Over Certificate' pursuant to Clause – 26 of Section II, the Contractor shall submit to the Employer's Engineer for consideration a draft final statement with supporting documents showing in detail, in the form approved by the Employer's Engineer.

- a) the value of all Work done in accordance with the Contract and
- b) any further sums which the Contractor considers to be due to him under the Contract.

If the Employer's Engineer disagrees with or cannot verify any part of the draft final statement, Contractor shall submit such further information as the Employer's Engineer may reasonably require and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Employer's Engineer the final statement as agreed (for the purposes of these conditions referred to as the "Final Statement")

44.6 Discharge

Upon submission of the Final Statement, the Contractor shall give to the Employer's Engineer, a written discharge confirming that the total of the Final Statement represents full and final settlement of all monies due to the Contractor arising out of or in respect of the Contract. Provided that such discharge shall become effective only after payment due under the Final Certificate issued pursuant to Sub-Clause – 44.7, has been made and the performance security referred to in Sub-Clause - 22 of Section I, if any has been returned to the Contractor.

44.7 Within 30 days after receipt of the Final Statement, and the written discharge, the Employer's Engineer shall issue to the Contractor a Final Certificate stating:

- a) the amount which, in the opinion of the Employer's Engineer, is finally due under the Contract, and
- b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled under the Contract, other than Clause–34, the balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer as the case may be.

45. Time limit for payment of final bill:

The contractor's final bill shall be passed for payment within three months

after the issue of Taking over certificate by the Employer's Engineer provided the contractor has fully complied with the requirements under the contract. If the amount payable under any running bill is not sufficient to cover deductions to be made under the contract, the balance outstanding shall be paid by the contractor in cash within fifteen working days from the date of receipt of the written notice issued in this regard by the Employer's Engineer. After the payment of the amount of the final bill payable as aforesaid has been made, the contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the contract.

46. Set off clause:

Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Port and set off against any claim of the Port for the payment of a sum of money arising out of or under any other contract made by the contractor with the port.

47. Cessation of Employer's liability:

The Employer shall not be liable to the contractor for any matter or thing arising out of or in connection with the contract or the execution of the works unless the contractor shall have made a claim in writing in respect thereof before the issue of the maintenance certificate under this clause.

48. SAFETY CODE

The Contractor shall scrupulously adhere to and observe the following safety codes:

- i. Hoisting machines and tackles used in the Works including their attachments, anchorage and supports shall be in perfect condition as per stipulations of the relevant Rules. The ropes used in hoisting or lowering materials or as means or suspension shall be of durable quality and adequate strength and free from defects.
- ii. Workers employed shall be provided with protective footwear and rubber hand gloves and other gears. Those engaged in welding Work shall be provided with welder's protective eye shield and gloves.
- iii. No paint containing lead or lead products shall be used except in the form of paste or ready-made paint. Suitable facemasks should be supplied for use by the Workers when the paint is applied in the form of

spray or surface having lead paint dry rubbed and scrapped. Necessary and adequate facilities shall be provided by the Contractor to enable the Working painters to wash during the period of cessation of Work.

All Safety Rules shall be strictly followed while Working on live electrical systems or installations as stipulated in the relevant Rules.

49. LIFE SAVING APPLIANCES AND FIRST AID

The Contractor shall provide and maintain upon the Works, sufficient, proper and efficient life saving appliances and first aid equipment to the approval of the Employer's Engineer. The appliances and equipment shall be available for use at all times.

50. PORT TRUST RULES

50.1 The Contractor shall observe the conservancy rules relating to the Harbour and shall always take such necessary additional steps to keep the Harbour waters free of noxious or unhygienic matters coming from his Works as are required by the Employer's Engineer. Under no circumstances shall inflammable materials be allowed to spill into the Harbour waters.

50.2 The Contractor shall always observe and comply with the Working Rules and Regulations of the Port Trust in force or as issued from time to time.

51. DETAILS TO BE CONFIDENTIAL, DRAWINGS AND PHOTOGRAPHS

51.1 The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purpose thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer's Engineer.

51.2 No photograph of the Works or any part thereof or plant employed thereon shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his Sub-Contractors unless otherwise specifically mentioned in the Contract without the approval of the Employer's Engineer.

52. NOTICE

52.1 Notice to Contractor

All certificates, notices or instructions to be given to the Contractor by the Employer's Engineer under the terms of the Contract shall be sent by post, cable, telex or facsimile transmission to or left at the Contractor's principal

place of business or such other address as the Contractor shall nominate for that purpose and or the Local office at Site of Work.

52.2 Notice to Employer and Employer's Engineer

Any notice to be given to the Employer or to the Employer's Engineer under terms of the Contract shall be sent by post or left at their following address:

CHAIRMAN / CHIEF ENGINEER,
CHENNAI PORT TRUST,
CHENNAI – 600 001.

52.3 Change of Address

Either party may change a nominated address to another address in the country where the Works are being executed by prior notice to the other party, with a copy to the Employer's Engineer, and the Employer's Engineer may do so by prior notice to both parties.

CHENNAI PORT TRUST

Tender for annual contract for Cutting the weeds, Bushes, shrubs & other unwanted vegetation etc., using weeds cutting machine and spraying of chemical in and around the railway tracks and yards at inner harbour

SECTION – V

Schedule of Drawings

- | | |
|------------------------|--|
| 1. No.CE/ 6673 /2021/E | Cutting the weeds, Bushes, shrubs & other unwanted vegetation etc., using weeds cutting machine and spraying of chemical in and around the railway tracks and yards at inner harbour (Location plan) |
|------------------------|--|

Supplementary drawings if any, which the Employer's Engineer may issue from, time to time or approve during the currency of contract will also form part of the contract.

FORM OF CONTRACT AGREEMENT

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

[The successful Tenderer shall fill in this form in accordance with the instructions indicated]

This CONTRACT AGREEMENT is made

This _____ day of _____ (month) TWO THOUSAND AND TWENTY ONE.

1. BETWEEN

1. The Board of Trustees of the Port of Chennai, a body corporate under Major Port Trusts Act 1963, as Amended thereafter, under the Laws of India and having its principal place of business at No.1 Rajaji Salai, Chennai – 600 001. (hereinafter called “the Employer”) and

2. _____ [incorporated under] the laws of [country of contractor] and having its principal place of business at [address of contractor] (hereinafter called “the (contractor”).

Whereas the Employer invited Tenders against Tender no. T/WMA4/08/2021/E for execution of Tender for annual contract for Cutting the weeds, Bushes, shrubs & other unwanted vegetation etc., using weeds cutting machine and spraying of chemical in and around the railway tracks and yards at inner harbour and has accepted a Tender by the Contractor in accordance with the tender conditions, in the sum of _____ [Contract Price in words and figures, expressed in the Contract currency(ies) [hereinafter called “the Contract Price”]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract referred to.
2. The following documents shall constitute the contract between the Employer/Board and the contractor, and each shall be read and construed as an integral part of the contract:
 - i. This contract Agreement
 - ii. General conditions of contract
 - iii. Technical requirement (including schedule of requirements and Technical specification, drawings)
 - iv. Notice Inviting Tender
 - v. The contractors bid and original price schedule
 - vi. The employer/Board’s notifications of award
 - vii. Other relevant documents

AND WHEREAS

CHENNAI PORT TRUST accepted the Bid of CONTRACTOR for the provision and the execution of WORK at the CONTRACT PRICE as indicated in CONTRACT upon the terms and subject to the conditions of Contract. Now this CONTRACT AGREEMENT witnesseth and it is hereby agreed and declared as follows:

3. In consideration of the payment to be made to CONTRACTOR for WORK to be executed by him. CONTRACTOR hereby Covenants with CHENNAI PORT TRUST that CONTRACTOR shall and will duly provide, execute and complete work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of work and

at the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.

4. In consideration of the due provision, execution and completion of WORK by the CONTRACTOR in accordance with the terms of the CONTRACT, the CHENNAI PORT TRUST does hereby agree with CONTRACTOR that CHENNAI PORT TRUST will pay to contractor the respective amounts for the work actually done by him and approved by EMPLOYER as per payment Terms accepted in CONTRACT and payable to CONTRACTOR under provision of Contract at such time and at such manner as provided for in the CONTRACT.

AND

In consideration of the due provision, execution and completion of WORK, CONTRACTOR does hereby agree to pay such sums as may be due to CHENNAI PORT TRUST for the services rendered by CHENNAI PORT TRUST to Contractor as set forth in CONTRACT and such other sums as may become payable to CHENNAI PORT TRUST towards loss, damage to the CHENNAI PORT TRUST's equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the CONTRACT.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [name of the contract governing law country] on the day, month and year indicated above.

For and on behalf of and by authority from the Chairman of the Board of Trustees, under section 34(1) of the Major Port Trust Act 1963.

Signed:

in the capacity of Chief Engineer, Chennai Port Trust, Chennai

In the presence of

Witness:

1.

2.

For and on behalf of the Contractor

Signed:

Designation:

In the presence of

Witness:

1.

2.

CHENNAI PORT TRUST

Tender for annual contract for Cutting the weeds, Bushes, shrubs & other unwanted vegetation etc., using weeds cutting machine and spraying of chemical in and around the railway tracks and yards at inner harbour

CONTENTS OF QUALIFICATION QUESTIONNAIRE

Form I	:	Letter of application
Form II	:	Annual Turnover Data
Form III	:	Summary of current contract Commitments / works in progress
Form IV	:	Experience in similar nature in Railway track maintenance work in the last 7 years.
Form V	:	Equipment proposed for the work
Form VI	:	Personnel / Staff proposed for the work
Form VII	:	Proposed Site Organisation
Form VIII	:	Additional Information
Form IX	:	E- payment
Form X	:	GST Registration form
Annexure-1	:	Form of Declaration
Annexure-2	:	Indemnity bond undertaking proforma for 'PF'.
Annexure-3	:	Indemnity bond undertaking proforma for 'ESI'.
		Preamble to Bill of Quantities.

(To be uploaded online)

Tender for annual contract for Cutting the weeds, Bushes, shrubs & other unwanted vegetation etc., using weeds cutting machine and spraying of chemical in and around the railway tracks and yards at inner harbour

FORM – I

FROM

TO

THE BOARD OF TRUSTEES,
Chennai Port Trust.
Rajaji Salai, Chennai 600 001

Sirs,

Being duly authorised to represent and act on behalf of
..... hereinafter called “The tenderer” and having reviewed
and fully understood all the qualifying information provided, the undersigned hereby applies to be qualified
under Cover-I for the “**Tender for annual contract for Cutting the weeds, Bushes, shrubs & other
unwanted vegetation etc., using weeds cutting machine and spraying of chemical in and around the
railway tracks and yards at inner harbour**”

2. Attached to this letter are copies of documents defining
 - (i) The tenderer’s legal status
 - (ii) The place of incorporation or the place of Registration.

3. (i) This tender (Under Cover-I and Cover-II) is made in the full understanding that contents of Cover-I will be subject to verification of all information submitted therein along with the tender and authorise Chennai Port or its authorised representative to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application.

- (ii) We understand that the Employer reserves the right to:
 - (a) amend the scope of the tender and value of contract under this work.

- (b) reject or accept any tender, cancel the tendering process and reject all tenders
 - (iii) We agree that the Employer will not be liable for any such action and will be under no obligation to inform the tenderer of the grounds for such action.
- 4. The undersigned declare that the statements made and the information provided in the duly completed Cover-I details are complete, true and correct in every detail.

Signature
(Authorised Signatory)

CHENNAI PORT TRUST

Tender for annual contract for cutting the weeds, bushes, shrubs & other unwanted vegetation etc., and spraying of chemical in and around the Railway tracks and yards in inner Harbour

FORM – II

TURNOVER OF THE FIRM (FINANCIAL CAPABILITY)

(A) Average Annual Turnover of the Bidder

Turnover			
Year 1 (2017-18)	Year 2 (2018-19)	Year 3 (2019-20)	Average

Instructions:

Year 1 will be the Financial Year 2017-18. Year 2 shall be the year immediately following Year 1 and Year 3 shall be the year immediately following Year 2.

The Bidder shall provide audited Annual Reports for the last three years (Balance sheet, Profit and Loss statements, auditors reports(incase of companies / corporation) etc. to be issued by CA for the company) as required under this Bid Document.

Annual turnover of the bidder shall be submitted duly verified by Chartered Accountant or Competent Authority.

(B) (Here specify proposed sources of credit line to meet the Cash flow demand for this work/contract)

Source of Credit line	Amount

There should be a letter from the Bank mentioning that line of credit offered is specifically for this

work/contract.

NOTE: If the Tenderer intends to meet the “Cash Flow Demand” for the project through their internal resources without availing the loan of credit, a specific mention to be made to this effect and proof for such resources shall be enclosed.

Certified by C.A

Signature with seal

Signature
(Authorised Signatory)

(To be uploaded online)

Tender for annual contract for cutting the weeds, bushes, shrubs & other unwanted vegetation etc., and spraying of chemical in and around the Railway tracks and yards in inner Harbour

FORM – III

Summary of Current Contract commitments / Works in Progress

Name of Contract and client	Value of work	Value of pending Work	Completion Date	
			Scheduled	Estimated

NOTE :

Tenderer shall provide information on their current commitment on all contracts that have been awarded or for which a letter of intent or acceptance has been received or for contracts approaching completion but for which, full completion certificate has yet to be issued.

Signature
(Authorised Signatory)

(To be uploaded online)

Tender for annual contract for cutting the weeds, bushes, shrubs & other unwanted vegetation etc., and spraying of chemical in and around the Railway tracks and yards in inner Harbour

FORM –IV

Experience in any Civil works in the last 7 years.

Name of the work	Name of the Employer	Value of work on completion	Contract period		
			Date of commencement	Date of Actual completion	Scheduled completion period

Note: Each item / contract listed under the above columns shall be supported by documentary evidence / Performance certificate issued by the competent authority to be notarized or self attested copy to be scanned and uploaded. In case of self attested document, the Tenderer has to produce the original documents for verification before awarding of work.

Signature
(Authorised Signatory)

(To be uploaded online)

Tender for ANNUAL CONTRACT FOR cutting the weeds, bushes, shrubs & other unwanted vegetation etc., and spraying of chemical in and around the Railway tracks and yards in inner Harbour

FORM V

Equipment proposed for the work

The tenderer will provide adequate information to demonstrate clearly that it has the capability to meet the requirements for each and all items of equipment.

A. Equipment

List of equipment	Nos.	Owned	Proposed to be hired

Note: If the contractor is not owning the equipments, he should attach the concern letter from the owner of the equipment for hiring it.

Signature
(Authorised Signatory)

(To be uploaded online)

Tender for annual contract for cutting the weeds, bushes, shrubs & other unwanted vegetation etc., and spraying of chemical in and around the Railway tracks and yards in inner Harbour

FORM – VI

Personnel / Staff proposed for the Project

(Here specify the experience summary of the Key Personnel proposed to be employed for the work)

Signature
(Authorised Signatory)

(To be uploaded online)

Tender for annual contract for cutting the weeds, bushes, shrubs & other unwanted vegetation etc., and spraying of chemical in and around the Railway tracks and yards in inner Harbour

FORM – VII

Proposed Site Organisation

(Here narrate Description of the Site Organisation Chart shall be provided)

Signature
(Authorised Signatory)

(To be uploaded online)

Tender for annual contract for cutting the weeds, bushes, shrubs & other unwanted vegetation etc., and spraying of chemical in and around the Railway tracks and yards in inner Harbour

FORM VIII

Additional Information

Please add any further information that you consider to be relevant to the evaluation of your application for qualification. If you wish to attach any other documents, please list below.

Tenderers should not upload the testimonials, certificates and publicity material with their applications. They will not be taken into account in the evaluation of qualifications and will be discarded.

(To be uploaded online)

CHENNAI PORT TRUST

Tender for annual contract for cutting the weeds, bushes, shrubs & other unwanted vegetation etc., and spraying of chemical in and around the Railway tracks and yards in inner Harbour

FORM – IX

FORMAT FOR FURNISHING BANK INFORMATION FOR e-PAYMENT

1	Name of the Bank, Branch and full address	
2	Account Number.	
3	MICR Number	
4	Type of Account	
5	IFSC Number	
6	GST Regn. Number	
7	Copy of PAN Card	
8	Tin Number	
9	ESI Regn.No	
10	EPF Regn.No	
Place: Date:		Signature (Authorised Signatory)

Seal and Signature

(To be uploaded online)

CHENNAI PORT TRUST

FORM-X

GST

As required under the GST Act, Chennai Port Trust has obtained GSTIN Provisional ID No. 33AAALC0025B1Z9, All the vendors of CHPT including contractors, suppliers, consultants and other service providers shall furnish the GSTIN ID of CHPT in the invoices/ bills raised on CHPT with effect from 01.07.17. The tenderer shall furnish the following details along with a photocopy of the registered GSTIN No. while submitting the quotation document.

S.No	GSTIN Details	Data to be filled up
1	Name of the Firm	
2	Type of Vender whether registered under GSTIN or not	Supplier of Goods/ Supplier of service/ Both (Tick relevant)
3.	Whether registered under	YES/ NO
4	Name & Address as registered in GSTIN	
5	GSTIN No. [copy should enclose]	
6	State of registration of GSTIN	
7	Status of GSTIN Registered customer whether SEZ/ EOU/DTA/ Govt/ Local Authority	
8	PAN No [copy should enclose] *	
9	Mobile No/ Fax No.	
10	e-mail id	
11	Contact person	
12.	Contact Landline NO.	

Seal and Signature

(To be uploaded online)

Annexure-1

SPECIMEN FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To
The Chief Engineer
Chennai Port Trust
No. Rajaji Salai
Chennai -1

Tender for "Tender for annual contract for cutting the weeds, bushes, shrubs & other unwanted vegetation etc., and spraying of chemical in and around the Railway tracks and yards in inner Harbour

Ref: Tender No. T4 / WMA4 /08 / 2021 / E

The undersigned, having studied the pre-qualification submission for the above mentioned project, hereby states:

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the submission of a tender on the basis of provisions made in the tender documents to follow.
- (c) When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- (e) We also state that no changes have been made by us in the downloaded tender documents and also understand that in the event of any discrepancies observed, the printed tender document No. _____ is full and final for all legal / contractual obligations [delete if not required].

Date:

Place:

Name of the applicant:

Represented by (Name & capacity):

(on Rs.100/- Stamp paper to be typed in double spacing)
 INDEMNITY BOND UNDERTAKING PROFORMA FOR 'PF'
 (To be executed if applicable on obtaining work order)

From:

M/s.

(Contractor)

To

Board of Trustees of Chennai Port Trust

Sub: 1. Work order No. _____ dt: _____

2. Agreement No. _____ dt: _____

This INDEMNITY BOND/UNDERTAKING executed at Chennai, thisdayof.....20... by Messers _____ herein after called 'The contractors' (which expression shall mean and include, if the context so admits, the partners or partner for the time being of the firm and their or his respective heirs, executors and administrations its successors and assigns in law) in favour of "The Board of Trustees of Chennai Port Trust", a body corporate under Major Port Trusts Act 1963, as amended by Major Port Trust (Amendment) Act 1974 and having its principal place of business at No.1 Rajaji Salai, Chennai – 600001. hereinafter called "Employer" (which expression shall include its successors and assigns in law)

Whereas the Employer, desirous of having executed certain work specified in the work order no. _____ dt. _____ issued by the Employer on the contractors: has caused drawings, specifications and bill of quantity showing and describing the work to be done prepared and the same have been signed by or on behalf of the parties hereto AND WHEREAS the contractors have agreed with the Employer to execute and perform the said work specified in the said work order upon certain terms and conditions provided in the agreement executed between the contractors and the Employer and also contained in the General Conditions of contract attached thereto

AND WHEREAS the contractors are bound by law to comply with the provisions of various Labour Laws like

State Migrant Workmen(Regulation of Employment and conditions of service) Act 1979,

Contract labour (Regulation and Abolition) Act 1970,

Workmen's Compensation Act 1923,

Employees State Insurance Act

As also th Provident Fund Act

By the contractors but in the event of violation of the provisions of various amenities and facilities to the workers under the different labour laws, not only the contractors but also the Employer as the principal employer becomes liable for the acts of omissions and commission by the Contractors.

IT IS THEREFORE THE INTENT OF THIS OF THIS INDEMNITY BOND UNDERTAKING BY THE CONTRACTORS to indemnify and keep indemnified the Employer as stated hereinafter.

1. The contractors hereby undertake to furnish a certificate with regard to the number of labourers employed by them in Chennai Port/in other places belongs to Chennai Port where the work is undertaken by the Contractors.

2. The contractors hereby confirm and state that they are duly registered under contract Labour (Regulation and Abolition) Act 1970 as amended from time to time and that they undertake to furnish a certified copy of the License obtained by the Contractors from the competent authority to the Employer's representative

3. The Contractors hereby undertake to keep proper record of attendance of his labourers and will give opportunity to the officers of the Employer to supervise the same and confer upon the Employer representative the right to countersign the said register if so required by the Employer. The Contractor shall provide a copy of the pay sheets to the location or his nominee of the Employer nominated by the Employer for supervision of the payment of wages made to the labourers by the contractors and also confer the right on the payment of wages made to the labourers by the contractors and also confer the right on the Employer's representative to supervise the payment of wages to the laboureres on the spot whenever required by the Employer.

4. The contractors states that they are fully aware of the provisions of the Provident Fund Act, and the rules made thereunder. The contractors hereby confirm that the said act and the rules made thereunder applicable/ not applicable to them since they have employed labourers exceeding_____ at any time and that the labourers so far employed were also on continuous basis or the contractors further confirm in this regard that no worker employed by them is in service for circumstances none of the workers employed by them is in service for circumstances none of the workers employed by them is eligible for P.F benefits under the said act. The contractors therefore state that they are exempted from the purview of the said act and the rules made thereunder and they are therefore not required to obtain in separate code.no from the R.P.F.C

* Strike out whichever is not applicable

5. The contractors hereby undertake and agree that they will comply to ESI Act for this contract and in event of any claim on account of P.F liabilities arising in future, they shall keep the Employer duly indemnified against all losses, damages, charges, expenses, penalties, suites or proceedings which the Employer may incur, suffer or be put to on that account.

6. The contractor hereby agree, confirm and declare that they have fully complied and will comply with the provisions of various labour laws, particularly those referred herein above and that no violation of the provisions of various amenities and facilities to the workers under different laws has been done by them and in the events of any past or future violation of the various labour laws, the contractors shall indemnify and keep the Employer duly indemnified against all losses, damages, costs, expenses, penalties, suits or proceedings which the Employer may incur, suffer or be put to.

7. The contractor hereby agree that the aforesaid indemnify undertaking are in addition to and not in substitution of the terms and conditions in the tender documents and the work order and also the agreement executed by the contractors with the Employer.

8. The contractor hereby confirm, agree and record that these terms of undertaking and indemnify shall be irrevocable and unconditional and shall be binding on their heirs, executors, administrators and legal representatives and shall ensure for the Employer's benefit and for the benefit of its successors and assigns.

9. That all questions, issues dispute and differences between the contractor and the Employer arising under this indemnity bond/undertaking shall be referred to arbitration in the same manner as indicated in the contract dt _____ executed between the Contractors and the Employer.

Date:

Yours faithfully
Contractors Name and Signature
Company seal

In the presence of

Witness: 1
(Full address)
.....

Witness: 2
(Full address)
.....

(on Rs.100/- Stamp paper to be typed in double spacing)
 INDEMNITY BOND UNDERTAKING PROFORMA FOR 'ESI'
 (To be executed if applicable on obtaining work order)

From:

M/s.

(Contractor)

To

Board of Trustees of Chennai Port Trust

Sub: 1. Work order No. _____ dt: _____

2. Agreement No. _____ dt: _____

This INDEMNITY BOND/UNDERTAKING executed at Chennai, thisdayof.....20... by Messers _____ herein after called 'The contractors' (which expression shall mean and include, if the context so admits, the partners or partner for the time being of the firm and their or his respective heirs, executors and administrations its successors and assigns in law) in favour of "The Board of Trustees of Chennai Port Trust", a body corporate under Major Port Trusts Act 1963, as amended by Major Port Trust (Amendment) Act 1974 and having its principal place of business at No.1 Rajaji Salai, Chennai – 600001. hereinafter called "Employer" (which expression shall include its successors and assigns in law)

Whereas the Employer, desirous of having executed certain work specified in the work order no. _____ dt. _____ issued by the Employer on the contractors: has caused drawings, specifications and bill of quantity showing and describing the work to be done prepared and the same have been signed by or on behalf of the parties hereto AND WHEREAS the contractors have agreed with the Employer to execute and perform the said work specified in the said work order upon certain terms and conditions provided in the agreement executed between the contractors and the Employer and also contained in the General Conditions of contract attached thereto

AND WHEREAS the contractors are bound by law to comply with the provisions of various Labour Laws like

State Migrant Workmen(Regulation of Employment and conditions of service) Act 1979,

Contract labour (Regulation and Abolition) Act 1970,

Workmen's Compensation Act 1923,

Provident Fund Act

As also Employees State Insurance Act

By the contractors but in the event of violation of the provisions of various amenities and facilities to the workers under the different labour laws, not only the contractors but also the Employer as the principal employer becomes liable for the acts of omissions and commission by the Contractors.

IT IS THEREFORE THE INTENT OF THIS INDEMNITY BOND UNDERTAKING BY THE CONTRACTORS to indemnify and keep indemnified the Employer as stated hereinafter.

1. The contractors hereby undertake to furnish a certificate with regard to the number of labourers employed by them in Chennai Port/in other places belongs to Chennai Port where the work is undertaken by the Contractors.

2. The contractors hereby confirm and state that they are duly registered under contract Labour (Regulation and Abolition) Act 1970 as amended from time to time and that they undertake to furnish a certified copy of the License obtained by the Contractors from the competent authority to the Employer's representative

3. The Contractors hereby undertake to keep proper record of attendance of his labourers and will give opportunity to the officers of the Employer to supervise the same and confer upon the Employer representative the right to countersign the said register if so required by the Employer. The Contractor shall provide a copy of the pay sheets to the location in charge of the Employer nominated by the Employer for supervision of the payment of wages made to the labourers by the contractors and also confer the right on the payment of wages made to the labourers by the contractors and also confer the right on the Employer's representative to supervise the payment of wages to the laboureres on the spot whenever required by the Employer.

4. The contractors states that they are fully aware of the provisions of the ESI Act, and the rules made thereunder. The contractors hereby confirm that the said act and the rules made thereunder applicable / not applicable to them since they have employed labourers exceeding_____ at any time and that the labourers so far employed were also on continuous basis or the contractors further confirm in this regard that no worker employed by them is in service for circumstances none of the workers employed by them is eligible for ESI benefits under the said act. The contractors therefore state that they are exempted from the purview of the said act and the rules made thereunder and they are therefore not required to obtain in separate code.no from the ESI Corporation

* Strike out which ever is not applicable.

5. The contractors hereby undertake and agree that they will comply to ESI Act for this contract and in event of any claim on account of ESI liabilities arising in future, they shall keep the Employer duly indemnified against all losses, damages, charges, expenses, penalties, suites or proceedings which the Employer may incur, suffer or be put to on that account.

6. The contractor hereby agree, confirm and declare that they have fully complied and will comply with the provisions of various labour laws, particularly those referred herein above and that no violation of the provisions of various amenities and facilities to the workers under different laws has been done by them and in the events of any past or future violation of the various labour laws, the contractors shall indemnify and keep the Employer duly indemnified against all losses, damages, costs, expenses, penalties, suits or proceedings which the Employer may incur, suffer or be put to.

7. The contractor hereby agree that the aforesaid indemnify undertaking are in addition to and not in

substation of the terms and conditions in the tender documents and the work order and also the agreement executed by the contractors with the Employer.

8. The contractor hereby confirm, agree and record that these terms of undertaking and indemnify shall be irrevocable and unconditional and shall be binding on their heirs, executors, administrators and legal representatives and shall ensure for the Employer's benefit and for the benefit of its successors and assigns.

9. That all questions, issues dispute and differences between the contractor and the Employer arising under this indemnity bond/undertaking shall be referred to arbitration in the same manner as indicated in the contract dt _____ executed between the Contractors and the Employer.

Date:

Yours faithfully
Contractors Name and Signature
Company seal

In the presence of

Witness: 1

(Full address)

.....

Witness: 2

(Full address)

.....

CHENNAI PORT

Tender for annual contract for cutting the weeds, bushes, shrubs & other unwanted vegetation etc., and spraying of chemical in and around the Railway tracks and yards in inner Harbour

PREAMBLE TO BILL OF QUANTITIES

1. General

The contractor's attention is drawn to the conditions of contract, the specifications and the drawings all of which are to be read in conjunction with the Bill of Quantities hereinafter. Directions and descriptions of work and material given in the other parts of the Contract Documents are not necessarily repeated in the Bill of Quantities.

The total cost of complying with all the provisions, conditions, obligations and liabilities etc. described in the contract and of carrying out the works as specified including, but not by way of limitation, all charges and the rates and prices inserted in the Bill of Quantities hereinafter unless expressly otherwise provided for in the contract. Consequently, the contractor shall have no claim for further or extra payment in respect of any work or rates and prices set against each item are to be for full and / or described in the specification which can reasonably be inferred there from and are to cover the cost of provision of all labour, materials, tools, tackles, plants, equipment, fuel etc. all as per conditions stipulated elsewhere.

- i) Tenderers will examine the various provisions of the Central Goods & Services Tax Act-2017 (CGST)/ Integrated Goods & Services Tax (IGST)/ Union Territory Goods & Services Tax (UGST) respective State's State Goods & Services Tax Act (SGST) also, as notified by Central/State Government and as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- ii) The rate quoted by the Contractor/Supplier shall be inclusive of all Taxes and Duties other than GST. Applicable GST will be paid by ChPT based on the Tax Invoice.
- iii) The Financial evaluation will be based on the total base price quoted by the Contractor / Supplier excluding GST.
- iv) The firm shall furnish the Tax invoices as per GST Act/Rules in the name of the Chennai Port Trust by mentioning the GSTIN of ChPT and indicating amounts of GST Separately. The GSTIN of ChPT is **33AAALC0025B1Z9**.
- v) The contractor /Firm shall remit the GST amount in the invoice to the Government within the due dates and also file the returns by mentioning the GSTIN of ChPT to enable ChPT to avail eligible Input Tax Credit (ITC).
- vi) The contractor/ firm shall indemnify Chennai Port Trust from any loss of eligible ITC of GST paid by it to the Contractors/Suppliers based on their tax invoice, due to non-payment of GST or non-filing of GST returns by the contractor/firm or non compliance of GST Act/provisions. The contractor/firm shall remit such GST amount with applicable interest and penalties to the ChPT within 7 days from the date of intimation by the ChPT about non-availing of eligible ITC. ChPT also reserves its right to deduct such GST amount with interest and penalties from the subsequent bills, Security Deposit or any amount due to the contractor by ChPT".
- vii) Applicable statutory recoveries including TDS under Income Tax, TDS under GST provisions etc., will be deducted/recovered while accounting for or making payment to the Contractor/Supplier as per the applicable law.
- viii) "Any demand/interest/penalty etc., arising to Chennai Port due to non-Compliance of statutory requirements with reference to income tax and GST Laws by the

Contractor/Suppliers /Port Users shall be borne by the contractor/ suppliers /Port Users. The firm shall indemnify the Port against such non-fulfillment of obligations”

The quantities given in the Bill of Quantities are estimated and provisional with the exception of lump sum items, the basis of payment shall be the actual quantities of work ordered and carried out as measured by the contractor and verified by the Engineer or his representative and valued at the rates and prices specified in the Bill of Quantities, where acceptable and otherwise at the quantities of work and materials stated in the Bill of Quantities shall not be considered as limiting of extending the amount of work to be done or material to be supplied by the contractor.

The contractor is deemed to be familiar with all site conditions at the Port Site, weather all site investigation records, available means of access and the locality of any existing services and working restrictions due to testing site features or other contractor’s works in order to execute the works.

General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. The contractor is deemed to have referred to the relevant sections of the contract documentation and prices incorporated against each item in the Bill of Quantities.

The method of measurement is described in the following preambles and / or is demonstrated in the measured items included in the Bill of Quantities Provisional Sums included and so designated in the Bill of Quantities shall be expanded in whole or in part at the direction and discretion of the Engineer.

Unless separate items are measured, rates and prices must include for all testing in accordance with the specification.

The following abbreviations have been used:

LS	-	Lump Sum
M /m	-	metre
M ² / m ²	-	square metre
M ³ / m ³	-	cubic metre
T/t /Te/ te/MT	-	tonne
wk	-	week
No./Nos	-	Number/ Numbers
Rs.	-	Indian Rupee
KG	-	Kilogram
RM/Rm	-	Running metre

2. MEASUREMENT

2.1 General

Unless stated or billed otherwise, quantities shall be measured in accordance with IS: 1200 and are net as they are finished and fixed in the works. The rates and prices shall include whatever allowance is considered by the contractor to be necessary for working area, construction slopes, batter etc. The method of measurement shall comply with the provision hereafter.

2.2 For all works where specific mention is not made in this preamble, rates entered shall include providing all equipment, supply of all materials and performing all operations in accordance with the specification, applicable drawings and instructions of the Engineer or his representative.

2.3 Dismantling/ Demolition Not Applicable

The dismantling/ demolition works shall be measured by taking Pre measurements jointly recorded by the contractor (or his representative) and Nodal officer before starting the dismantling work. The final quantity of dismantling will be the levels taken prior to and after completion of the dismantling work at site.



CHENNAI PORT TRUST

No.1 Rajaji Salai

Chennai – 600 001

Tender No. T / WMA4/08 / 2021 / E

Tender for annual contract for cutting the weeds, bushes, shrubs & other unwanted vegetation etc., and spraying of chemical in and around the Railway tracks and yards in inner Harbour

THROUGH E-PROCUREMENT MODE

Volume – II

(Price Bid)

Last Date of online submission : 1500 Hrs. on 10.06.2021

Opening of Price bid : Intimated later

Bill of Quantities

Tender Inviting Authority: CHIEF ENGINEER, Chennai Port Trust

Name of Work Tender for annual contract for cutting the weeds, bushes, shrubs & other unwanted vegetation etc., and spraying of chemical in and around the Railway tracks and yards in inner Harbour

Tender No: T/WMA4 / 08 / 2021 / E

Bidder Name :

PRICE SCHEDULE

This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only. The subject tender is a deemed contract as defined in sec.2(119) of CGST ACT 2017 and attracts applicable GST on the total value of contracts.

The tenderers shall examine the various provisions of the CGST/IGST/UGST/SGST ACT 2017 as notified by the Central/State Government and as amended from time to time before bidding. Tenderers shall ensure that full benefit of ITC likely to be availed by them is duly considered while quoting rates. The quoted rate shall be exclusive of GST and the GST as applicable for the work will be paid by ChPT.)

Sl. No.	Description of Work	QTY	Units	RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT	AMOUNT In Words
1	2	4	5		54	55
1	1. Cutting and clearing of the weeds, shrubs, bushes and other unwanted vegetation from the railway tracks and yards by using weed cutting machine in the inner Harbour Railways Jurisdiction or any where as directed at site including hire charges & maintenance cost for weed cutting machine, labour charges for operator, conveying the machineries inside the port premises or any where as directed including all labour, tools, equipments, transportation, fuel cutting wire for weed cutting machine, etc., complete	1440	1Hr(One Hour)		0.00	INR Zero Only

2.	<p>2. Spraying of weedicide chemical over the cut weeds/newly grown weeds by using power chemical sprayer in the inner Harbour Railways jurisdiction or any where as directed at site including hire charges& maintenance cost for power chemical sprayer, labour charges for operator, conveying the machineries inside the Port premises including all labour, tools, equipments, transportation, fuel, oil for operating machine, etc., complete.</p> <p><u>Note:</u> The weedicide chemical mixed with water required for the above work will be issued day to day basis from pw department store will be supplied free of cost from trust</p>	960	1Hr (One Hour)		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words						