



ENNORE PORT LIMITED

**[A Government of India Undertaking]
1st Floor, P.T. Lee C.N. Maaligai,
No: 23, Rajaji Salai,
Chennai – 600 001**

MAINTENANCE OF THE RAILWAY SIDING AT ENNORE PORT

BID DOCUMENT

VOLUME - III

June- 2009

SECTION-5

FORMS

FORM OF TENDER

NOTE: This Memorandum forms part of the Tender and this should be duly filled in,
signed & sealed and enclosed along with the Tender.

To

The General Manager (Operations)
Ist Floor, PTLee Chengalvarayar Building,
Rajaji Salai,
Chennai-600 001.

Sir,

Being duly authorized 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 above named work, we offer to execute the
work covered under the “Annual maintenance contract for the railway siding at
Ennore Port Limited” in conformity with the said drawings and Conditions of
Contract, Specifications, Schedules and Bill of Quantities for the sum of Rs.....
(Rupees -----)

2. We undertake, if our Tender is accepted, to perform the “Maintenance of the railway siding at Ennore Port ” inside the port premises as specified in this Schedule.
3. If our Tender is accepted, Within 15 days from the date of issue of work order, the successful tenderer shall furnish a security deposit cum Performance Security in the form of Bank Guarantee prescribed, for a value of 10% of the contract price minus Rs. 24,000/- (Rupees twenty four thousand only) (EMD amount retained by EPL). The Bank guarantee should be issued by any nationalized / scheduled bank encashable at Chennai, for the due fulfillment of the contract. The bank guarantee should cover the contract period of twelve months plus 12 months.
4. We agree to abide by this Tender for the period of **30 days** from the date fixed for receiving the same or such further period as may be mutually agreed upon and this tender 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 30 days such extended period as may be 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 binding Contract between us.
6. We understand that the Ennore Port Limited reserves the right to,
 - i. Amend the scope of tender and value of contract under this work;
 - ii. Reject or accept any tender including the lowest or
 - iii. Cancel the tender process and reject all tenders received.
 - iv. We agree that the Ennore 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.

7. If our Tender is accepted we understand that we are held fully responsible for the due performance of the Contract.
8. We have furnished Earnest Money in the form of Demand Draft drawn onpayable at Chennai in favour of the Ennore Port Limited, Chennai – 600 001 for the amount of Rs. 20,000/- (Rupees twenty thousand only). If our Tender is not accepted, the Earnest Money shall be returned to us on our application within the 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 10% of the Contract Value) and execute the Contract Agreement as required by the terms of this Tender.
9. 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.

SIGNATURE.....

FOR AND ON BEHALF OF -----

.....

DATE.....

FORM FOR POWER OF ATTORNEY

Dated.....

POWER OF ATTORNEY

Shri. (name of the person (s), domiciled..... at
..... (Address), acting as.....
(Designation and name of the firm) and whose signature is attested below is hereby
authorized on behalf of..... (Name and Firm) to provide
information and respond to enquiries, etc., as may be required by EPL for the work of
“Maintenance of the railway siding at Ennore Port ”and is hereby authorized to sign and file
relevant documents in respect of the above.

(Attested signature of Shri)

For..... (Name of the firm)

For..... (Name of the firm)

FORM OF AGREEMENT

AGREEMENT No. OF 2007

1. THIS AGREEMENT made this day of OF TWO THOUSAND SEVEN between the Board of Directors of Ennore Port Limited incorporated under the Companies Act 1956 and represented by its Chairman cum-Managing Director (hereinafter referred to as EPL simply which expression shall, unless excluded by, or repugnant to the context be deemed to include their successors in office) on one part AND (Hereinafter referred to as the CONTRACTOR which expression shall, unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or successors in office) on the other part.

WHEREAS the EPL is desirous of the work of “the work “Maintenance of the railway siding at Ennore Port ” inside the Port Premises in a period of TWELVE months; WHEREAS the Contractor has offered to carry out the works of ““Maintenance of the railway siding at Ennore Port ” inside the Port Premises for a period of 12 months and whereas the EPL has accepted the tender of the Contractor and WHEREAS the Contractor has deposited a sum of (Rupees only) as Performance Security in the form of Bank Guarantee for the due fulfillment of all the conditions of this contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this agreement the words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.

2. The following documents for the work of “Maintenance of the railway siding at Ennore Port ” set shall be deemed to form and be read and construed as part of this agreement, viz.,

PART-I: EPL TENDER DOCUMENTS

Notice Inviting Tender

- i. Instructions to Tenderers
- ii. General Information & Scope of Work
- iii. Specification of materials and works
- iv. General Conditions of Contract
- v. Special Conditions of contract
- vi. Schedule of Quantities [Bill of Quantities] – [Duly filled in and signed]
- vii. Annexure & Drawings
- viii. Form of Tender
- ix. Form for power of attorney
- x. Form of Agreement
- xi. Form of Performance Guarantee
- xii. Drawings

3. The following bid documents submitted by the contractor shall be deemed to form and be read and construed as Part-II of this Agreement.

PART-II: CONTRACTOR'S BIDDOCUMENTS

- i. Tender Forwarding Letter
 - ii. Earnest Money Deposit (EMD)
 - iii. Details of works carried out during the last three years.
 - iv. Latest Income tax clearance certificate.
 - v. Performance Security
 - vi. Letter of award of contract.
4. The contractor hereby covenants with the EPL to execute and complete the works in conformity, in all respects with the provisions of the Agreement..
 5. The EPL hereby covenants to pay the Contractor in consideration of such execution, completion of the works, the 'Contract Price' at the time and in the manner prescribed in the Tender. Contract Price shall mean the rates quoted in the Schedule of Quantities / Bill of Quantities forming part of this contract.
 6. IN WITNESS WHEREOF the parties hereunto have set their hands and seals the day and year first written.

Director (Operations), EPL

Authorized Signatory
Contractor

In the presence of:
Witnesses

1.

2.

FORM OF PERFORMANCE GUARANTEE

(To be issued by Nationalized / Scheduled Bank in India)

This Deed of Guarantee executed atby (Name of the Bank) having its Head / Registered Office at (Hereinafter referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of

The Board of Directors of Ennore Port Limited (hereinafter referred to as EPL) having its office at which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

Whereas M/s. having its registered office at hereinafter called “the Successful Tenderer” which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors and assigns) has successfully bid and has been selected as prospective contractor for carrying out the work of “Annual maintenance contract for the railway siding at Ennore Port Limited” (hereinafter referred to as “work”) and the EPL has issued Letter of Acceptance for Award of Contract to the Successful Tenderer.

Whereas the EPL has sought an unconditional and irrevocable Bank Guarantee for an amount of Rs. (Rupees only) by way of Security for execution of the Contract Agreement for the work within period of days from the date of issue of Letter of Acceptance for Award of Contract and for guaranteeing the due performance of the work and the Guarantor has agreed to provide a Guarantee being these presents.

Now this Deed witnesseth that in consideration of the premises, we Bank hereby guarantees as follows:

- (i) The Successful Tenderer shall execute the Contract Agreement before (Date) And shall carryout the work of the work of Annual maintenance contract for the railway siding at Ennore Port Limited in accordance with all the Terms and Conditions contained in the tender submitted by the Successful Tenderer.
- (ii) We, the Guarantor, shall without demur, pay to the Company an amount not exceeding Rs. (Rupees only) within five (5) days of receipt of a written demand thereof from the EPL stating that the Successful Tenderer has failed to meet its performance obligations as stated in Clause (i) above.
- (iii) The above payment shall be made by us without any reference to the Successful Tenderer or any other person and irrespective of whether the claim of the EPL is disputed by the Successful Tenderer or not.
- (iv) This Guarantee shall be valid and shall remain force for a period of 15 months from i.e., up to and inclusive (date).

- (v) In order to give effect to this Guarantee, the EPL shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract or other documents by the EPL or by the extension of time of performance granted to the Successful Tenderer or any postponement for anytime of the power exercisable by the EPL against the Successful Tenderer or forbear or enforce any of the terms and conditions of the Contract and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, fore-balance or omission on the part of the EPL or any indulgence by the EPL to the Successful Tenderer to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
- (vi) This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under guarantee are duly discharged.
- (vii) The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under

In witness whereof the Guarantor has set his hands hereunto on the day, month and year first hereinabove written.

Signed and Delivered by Bank
By the hand of Shri
Its and authorized official.

SECTION-6
DRAWING

DRAWINGS

Drawing No.	Title of Drawing
1	Layout of Railway siding.

Supplementary drawings if any will be issued during execution.