



V.O.CHIDAMBARANAR PORT TRUST

(MEE DEPARTMENT)

E-TENDERING

TENDER DOCUMENT FOR
AMC for diesel generator set available in VOC Port Trust for two years-Reg.

Tender No.MEE-SE2EL-ELE-F18(7)-2019-68307

TENDERS WILL BE DOWNLOADED ONLINE FROM 19/07/2019 to 03/08/2019 to (upto 1500 Hrs.). & COMPLETED TENDERS ARE TO BE SUBMITTED ONLINE ON OR BEFORE 1500 HRS on 03/08/2019 AND TECHNICAL BIDS WILL BE OPENED AT 15:30 HRS on 03/08/2019

**The Chief Mechanical Engineer
Mechanical & Electrical Engineering Department .,
V.O.Chidambaranar Port Trust,
TUTICORIN - 628004
Phone: 0461-2352270
Fax : 0461 - 2354274**

<u>SUB:</u>“ AMC for diesel generator set available in VOC Port Trust for two years –Reg.
Ref.: MEE-SE2EL-ELE-F18(7)-2019-68307

Respected Sir,

1	The tenderers are strongly advised to read the whole document carefully and submit their tender/bid strictly meeting with the requirements spelt out in the tender document.
2	The tenderers must submit independent documentary evidence to establish that "MINIMUM QUALIFYING CRITERIA" as spelt out in the tender notice and tender document is fully met with irrespective of the fact that the tenderer might have submitted similar evidence to VOCPT in respect of some other works.
3	if your submission is found deficient with reference to the requirements spelt out in the tender document, it may be rejected.

Thanking you,

Yours faithfully,
-sd-
Chief Mechanical Engineer

V.O.CHIDAMBARANAR PORT TRUST
MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT
TUTICORIN - 628 004

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V.O.CHIDAMBARANAR PORT TRUST

(MEE DEPARTMENT)

NOTICE INVITING TENDER (NIT)

Only through E-Tendering Mode

VOCPT E-Tendering Website: www.tenderwizard.com/VOCPT

Tender No. MEE-SE2EL-ELE-F18(7)-2019-68307

On line Tenders (in Two Bid system) are invited by V.O.Chidambaranar Port Trust Tuticorin from reputed contractors for fulfilling Minimum Qualifying Criteria as stipulated in this notice for the work of **“AMC for diesel generator set available in VOC Port Trust for two years ”**

1	Estimate Amount	Rs.21,13,020/-
2	Period of Contract	Two Years
3	Downloading of Tender from VOCPT on line e-tendering web site.	<u>19/07/2019</u> to <u>03/08/2019</u> (up to 1500 Hrs.)
4	Last Date and Time for submission of Tenders on line.	BEFORE <i>1500 Hrs. on <u>03/08/2019</u></i>
5	Submission of Hard copies of Technical Bid & tender	<u>03/08/2019</u> after 15:30 hrs
6	Online Technical Bid opening date and time	At 1530 <i>Hrs. on <u>03/08/2019</u></i>
7	Validity of tender	120 days from the date of opening the technical bid
8	Earnest Money deposit EMD.	Rs.42,300/- Payment in the form of RTGS/NEFT payable to V.O.Chidambaranar Port Trust, Tuticorin, Tamil Nadu state, India (Account details given in the section I invitation to tenders).

CHIEF MECHANICAL ENGINEER

SECTION NO: I - INVITATION TO TENDER

1.1 TENDER NOTICE:

Electronic Tenders (Online) are invited in '**TWO BID SYSTEM**' on behalf of **V.O.CHIDAMBARANAR PORT TRUST (VOCPT)** from reputed and experienced contractors for the work of : "AMC for diesel generator set available in VOC Port Trust for two years " (Tender No.: MEE-SE2EL-ELE-F18(7)-2019-68307).

The tenderer must fulfill the Minimum Qualifying Requirements and other requirements stipulated in the tender.

The tender shall remain valid for acceptance for a period of **120** days from the date fixed for opening of the tender. The period of contract is two years from the date of award of contract.

Tender Document having all details is available at the URL of the e-Tender Portal <https://www.tenderwizard.com/VOCPT> . The interested tenderers are needed to register in the website name www.tenderwizard.com/VOCPT by clicking "Register Me" option in order to obtain USER ID & Password first then to activate USER ID pay Rs.5,700/- through E - payment in favour of 'KEONICS', **Bangalore**. The tender documents are required to be submitted only through e-mode offered in the website www.tenderwizard.com/VOCPT . Tenders in any other manner will be rejected and no correspondence on such matter will be entertained. The intending bidders after obtaining User ID and passwords are required to upload the scanned copies of particulars items mentioned in the tender document in order to receive the bidding document.

VOCT DETAILS OF BANK ACCOUNT FOR MAKING PAYMENT RTGS/NEFT:

A	Name and Address of the Bank	Indian Overseas bank, Harbour branch, Tuticorin-628004.
B	Name of the branch	Harbour branch
C	IFSC code	IOBA0000143
D	Account no	014301000000001
E	Type of account	Savings account
F	Beneficiary's Name	V.O.Chidambaranar Port Trust

IMPORTANT INSTRUCTIONS AND GUIDELINES TO TENDERERS FOR E-TENDRING

Tenders Only Through E-Tendering Mode. (www.tenderwizard.com/tenders)

Note: Instructions for Tenderer:-

- 1) VOCPT Tenders through online/e-tendering only.
- 2) "Interested tenderers who are not registered with KEONICS must register to opt the USER ID and PASSWORD by E-payment of Rs.5,700/- in Favour of "KEONICS" .
- 3) Cost of payment of EMD to be made only through RTGS/NEFT payment and without payment of EMD, the tenders will not be considered for evaluations, tenderers may ensure for the same.
- 4) VOCPT and KEONICS will not entertain and will not accept any reasons of Tenderer due to Net Connection Failure/Current Connection Failure and any issues during the filling of tender online. Tenderer will be responsible for all those facts and failure of Net Connectivity, Current Connectivity and they should be at their own risk VOCPT and KEONICS will not take any liabilities and claims for failure of Network and problem arise submission of the tender forms online.
- 5) VOCPT E-TENDER WEBSITE ARE : www.tenderwizard.com/VOCPT or go to VOCPT website and click on "E-TENDERING" LINK for accessing the site.
- 6) Employer may verify the original documents as submitted in the e-tendering process.
- 7) The tender document will not be issued to the tenderers who had litigation against the VOCPT if such tenderers submit the tender document downloaded from the web site, the same will not be considered.
- 8) Tenders which are in any way incomplete will not be considered. The Ports reserves the rights to waive any formality thereof or to reject any or all the tenders without assigning any reason and not bound itself to accept the lowest tender.
- 9) This tender notice shall form part of the contract agreement.
- 10) The tenderer should adhere to the ESI & EPF Act
- 11) The winning bidder has to pay 0.9% of tender award value, subject to a maximum cap of Rs.20,000/- plus GST , whichever is less.

SECTION NO:II
INSTRUCTION TO TENDERERS

1.(A) GENERAL:

On behalf of the Board of Trustees of the V.O.Chidambaranar Port Trust, the Chief Mechanical Engineer, V.O.Chidambaranar Port Trust invites E-tenders in from reputed firms with proven ability for AMC for diesel generator set available in VOC Port Trust for two years

(B) DEFINITIONS AND INTERPRETATIONS:

In the contract, as hereinafter defined the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

1. "Board" :- The Board means the Board of Trustees of the V.O.Chidambaranar Port, a body Corporate under the Major Port Trusts Act 38 of 1963 represented by the Chairman, and as amended from time to time also Employer herein after called "Board"
2. "Engineer means the Chief Mechanical Engineer of the V.O.Chidambaranar Port Trust and his successors.
3. "Engineer", in-charge/Engineer representative means the Executive Engineer or a officer appointed by him in writing who shall direct and supervise and be in charge of the works.
4. "Contract" means the documents forming the tender and acceptance thereof and the format 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 instruction issued from time to time by the Engineer – in-charge and all the these documents taken together shall be deemed to form one contract and shall be complementary to one another.
5. "Contractor" means the person or 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 or company.
6. "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 here in after contained

7. "Drawings" means the drawing referred to in the contract agreement and any modifications of such drawings approved in writing by the Chief Mechanical Engineer and such other drawings as may from time to time be furnished or approved in writing by the Chief Mechanical Engineer.

8. "Site" means lands and other places on / under / into / in / or through which the "work" are to be executed or carried out and any other lands or places provided by the Board for the purposes of the contract. "Works" or "Works" 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.

9. "Schedules" referred to in these conditions shall means the relevant schedule (s) annexed to the tender papers issued by Employer.

10. "Approved" means approved in writing including subsequent written confirmation of previous verbal approval and "Approval" means approval in writing including as aforesaid.

11. "A day" means a day 24 hours from midnight to the next midnight irrespective of the numbers of hours worked in that day.

12. "A week" means seven days without regard to the number of hours worked in any day in that week.

13. "A month" means month according to Gregorian Calendar.

14. "Urgent works" Shall mean any urgent measures which in the opinion of the Engineer-in-charge become necessary during the progress of the works to obviate any risk of accident or failure or which become necessary for security

15. "Constructional Plant" means all appliances or things of whatsoever nature required in or about the executions, completion or maintenance of the 'work' or 'temporary works' (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.

16. "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.

17. "Trust's Stores" means the storage yards for materials of the Trust any where in the harbour premises.

18. "Market Price" means the rate as decided by the 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 over heads and profit.

2. Downloading of Tender from VOCPT on line e-tendering web site:

The complete set of tender documents including forms, conditions of contract, work specifications, etc. will be issued on contractors registered through e-tendering website www.tenderwizard.com/VOCPT from 19/07/2019 to 03/08/2019 (up to 1500 Hrs.).

The instructions for submitting e-tender is given in the e-tendering website www.tenderwizard.com/VOCPT.

The following scanned copy documents to be uploaded while submitting tender:

(a)Cover-I

- 1) The details of payment made for Earnest Money Deposit to be mentioned in e-tender website.
- 2) Scanned copy of Notary attested Particulars with regard to experience (work order with detailed BOQ and satisfactory completion/ performance certificate with value of work done) as detailed under para No.4 Minimum Criteria For Pre-Qualification
- 3) Scanned Copy of TDS CERTIFICATE for Bidders carried out work under private organization ought to furnish Form 16A for the proof of deduction of TDS.
- 4) Copy of Income tax permanent account number card for assessing the income tax
- 5) Copy of Financial turnover of the tenderer during last three year i.e., 2015- 16, 2016-17 & 2017-18 shall be furnished in the enclosed Form No. IV certified scanned copies of the Audited Financial Statements with profit & loss statements for the above three years attested by Notary Public to be uploaded.
- 6) The scanned copy of GST to be uploaded.
- 7) scanned copy of Tender document duly signed in all pages (excluding schedule or price / rates for execution of work) issued by the Port duly filled in all the blank space to be signed on each page with their official stamp.

(b) SECOND COVER: (No.2) :

The Schedule of Prices to be indicated in the respective columns shown in the e tendering Website.

The following hard copy documents (cover I) to be sent after submitting tender online:

- 1) The details of payment made for Earnest Money Deposit to be mentioned in e-tender website. Print out of payment made to be enclosed along with hard copy of tender.
- 2) The tenderer shall enclose Notary attested Particulars with regard to experience (work order with detailed BOQ and satisfactory completion/ performance certificate with value of work

done) as detailed under para No.4 Minimum Criteria for Pre-Qualification.

- 3) Notary attested TDS CERTIFICATE for Bidders carried out work under private organization ought to furnish Form 16A for the proof of deduction of TDS.
- 4) The tenderer shall enclose Income tax permanent account number card for assessing the income tax.
- 5) The tenderer shall enclose certified copies of the Audited Financial Statements with profit & loss statements for the three years 2015- 16, 2016-17 & 2017-18 attested by Notary Public.
- 6) The original tender document duly signed in all pages (excluding schedule or price / rates for execution of work) issued by the Port duly filled in all the blank space to be signed on each page with their official stamp.
- 7) Copy of GST certificate with Notary attestation shall be enclosed.

The above document shall be enclosed in the first cover which shall be sealed and superscribed, "AMC for diesel generator set available in VOC Port Trust for two years" - Cover No.,1", and bear on the bottom left corner, the name and full address of the tenderer with his official stamp. **The tenderer should ensure that the Schedule of price is not enclosed in Cover No.1. The completed tender should be submitted only through on line in e-tender website Tender Wizard on or before 03/08/2019 up to 15.00 Hrs. The hard copies of tender submitted online with details of payment made for EMD should be furnished to the office of Chief Mechanical Engineer after 15:30 Hrs on 03/08/2019 and the tenders without payment of cost of EMD will be summarily rejected. The online submitted tenders will be opened in the e tender website Tender Wizard on 03/08/2019 at 15.30 hours, in the presence of tenderers who wish to be present at the time of opening.**

_d) SECOND COVER: (No.2) :

The Schedule of Prices to be indicated in the respective columns shown in the e tendering Website and do not send the hard copy /print out of the price schedule.

3. EVALUATION :

- i. Cover No.1 containing the technical documents to shortlist the eligible tenderers will be opened through e-tender procedure on the scheduled date and time i.e on **03/08/2019** at 15.30 hrs. in the presence of such tenderers who wish to be present at the time of opening.
- ii. After opening the first cover and getting the required technical/commercial clarifications based on the information given, Port Trust will prequalify the eligible tenderers.
- iii. The tenderers will be prequalified based on the documents contained in Cover No.1 The cover No.2 submitted online by the pre qualified tenderers alone will be

opened through e-tender procedure on a subsequent date which will be intimated to the pre qualified tenderers through e mail and post. The decision of the Port Trust in pre qualifying the eligible tenders will be final.

- iv. The prequalified tenderers has to provide the field test as per clause (5) mentioned in Section II of this tender schedule and lowest offerer will be evaluated as per clause (6) mentioned in Section II of this tender schedule .
- v. The terms of tender schedule, conditions of contract, etc. shall not be defaced or detached or detached from the documents.
- vi. The V.O.Chidambaranar Port Trust shall have no liability to the tenderer in respect of any expenses incurred by him, direct or indirect, in preparing and/or submitting the tender.

4. MINIMUM CRITERIA FOR PRE-QUALIFICATION:

a) Minimum period of experience in : During the last 7 years ending on executing works. (Details shall be furnished in Form I) (Estimate Value – Rs.21,13,020/-) **30.06.2019** the tenderer should have successfully completed the similar works Values of such work done should be as under:-

ii)at least three similar completed works of each work of 40% of estimated value.(ie Rs.8,45,208/-)

(OR)

ii) two similar works of each work of 50% of the estimated value (ie Rs.10,56,510/-)

(OR)

iii) one similar work of 80% of the estimated value (ie. Rs. 16,90,416 /-)

b) The Average Annual Turnover 30% : of the estimated value of : Rs.21,13,020/- during the last three years(2015- 16, 2016-17 & 2017-18).(Details shall be furnished in Form IV) ie Rs. 6,33,906/-

Similar works means:-

Supply & Installation (or) Supply & Installation with AMC (or) AMC of Diesel Generator

c)Price bid of the bidders satisfying the above prequalification criteria will be opened and L1 will be decided on lowest total amount excluding GST if eligible for availing Input tax credit otherwise if GST is not eligible for availing input tax

credit, price quoted by the bidder inclusive of GST shall be the basis for evaluation

d) Price bid of the bidders satisfying the above prequalification criteria will be opened and L1 will be decided on lowest total amount excluding GST if eligible for availing Input tax credit otherwise if GST is not eligible for availing input tax credit, price quoted by the bidder inclusive of GST shall be the basis for evaluation

e) Any work experience certificates from overseas ought to be translated into English and the documents shall be legalized by the Indian Embassy and Notarized.

f) SUB-CONTRACT WORK: For sub-contract work, bidders have to furnish work completion certificate obtained from the principal employer.

g) TDS CERTIFICATE: Bidders carried out work under private organization ought to furnish Form 16A for the proof of deduction of TDS.

h) GST, if any applicable shall be paid to service provider only on submission of necessary proof of payment or after reflection in the GSTR2A as eligible ITC

5. EARNEST MONEY DEPOSIT:

Earnest Money: Rs.42,300/- Rupees Forty Two Thousand and Three Hundred Only). The EMD of **Rs.42,300/-** The EMD shall be paid through RTGS /NEFT to V.O.Chidambaranar Port Trust, Tuticorin. (Account details given in the section I invitation to tenders). **All the bidders have to pay the EMD amount and Tenders without paying EMD will not be considered. Bidders enlisted with NSIC also have to pay the EMD amount.**

The Earnest Money deposited by the unsuccessful tenderers will be refunded within fifteen days of deciding L1 without interest. The Earnest Money deposited by the successful tenderer will be adjusted against Security Deposit. Whenever there is a delay in commencement of work, the EMD shall be forfeited.

6.PERFORMANCE SECURITY:

The contractor shall deposit an amount equal to 5% of the accepted tender value as Performance Security shall be paid through RTGS /NEFT to V.O.Chidambaranar Port Trust, Tuticorin. (Account details given in the section I invitation to tenders) or irrevocable Bank Guarantee obtained from the Nationalised / Scheduled Commercial bank having networth of above Rs.100 crores having its branch at Tuticorin and payable at Tuticorin, in the form as per specimen in the Schedule. A letter from the Bank shall also be sent along with the Bank guarantee directly to the Employer within 15 days of placement of work order or before the commencement of work whichever is earlier. However, the Chief Mechanical Engineer may relax the time limit of 15 days and extend it by further period of 10 days in extraordinary circumstances for the reasons recorded by him. If the performance Security is not deposited in time as prescribed above, the work order shall stand cancelled automatically and the Earnest Money Deposit will be forfeited. The performance security will remain in force throughout the period of contract of tender as specified in clause 8 of page 13 of this tender and the comprehensive AMC period of four years including one year warranty period and will be refunded thereafter. The contractor shall furnish the BG towards performance security by the issuing bank directly to the port. The amount as stated will not bear any interest.

7. SECURITY DEPOSIT :

Security deposit @10% will be deducted from each running bill after adjusting the amount already deposited by the contractor as EMD subject to a maximum accumulation of 5% of the Total contract Value. The Security Deposit will be refunded after satisfactory completion of the contract.

8. TIME SCHEDULE:

The period of contract is two year from the date of commencement of work, but likely to be extended for a further period of one year. But, Chief Mechanical Engineer, VOC Port Trust can terminate the contract before the completion of the contract period, if the performance of the contractor is not satisfactory after giving one month notice. The work should be started within a 15 days from the date of issue of work order. The contract staff shall carry out the work assigned by Executive Engineer / Electrical time to time.

7. RATES TO BE FIGURES AND WORDS :

The tenderer shall quote the rate in Indian Rupees and in English, in figures as well as in words, the rates tendered by him in the concerned proforma of the tender and in such a way that interpolation is not possible. The tendered amount for the work shall be entered in the tender form and duly signed by the tenderer. In case of any discrepancy between figures and written words, the rates in words shall be taken as the quoted price.

10. CORRECTION/VARIATION:

- i) All corrections and alterations in the entries of the tender documents shall be attested with full signature of the tenderer with date. No erasures or over-writings are permissible.
- ii) The tenderers should not send any revised or amended offers after the opening of the tender. No such document will be entertained. The Board also do not accept offers with the price variation clause.
- iii) The prices and amounts entered in the schedule of price shall represent the tenderers offer for the work generally in accordance with work specifications and purpose given in this tender.
- iv) Deviation: Tender should be completed in all respects for taking a decision immediately on opening of the tender. In the absence of tenderers disagreement to any particulars clause, it will be construed that they are agreeable to such ports conditions where they have not expressly deviated.

11. SIGNING OF TENDER:

The tender shall be signed only by the parties who are themselves in a position to undertake the work and possessing all other resources required for the purpose. The tender shall contain the name, residence and place of business of the person or persons submitting the tender and shall be signed by the tenderer with his usual authorized representatives followed by the name and designation of the person signing the document along with a copy of the partnership deed. Tender by a corporation shall be signed in the name of the corporation by a duly authorized representative, and a power of attorney in that behalf shall accompany the tender. A copy of the constitution of the firm with the

names and addresses of all the partners shall be furnished. In the case of company, a copy of the Memorandum and Articles of Association shall be furnished.

Tenders may be submitted by agents on behalf of their principals, but in such cases the Board reserves the right to enter into contract with the principals director with the principals and agents jointly as deemed appropriate.

12. WITNESS:

Witness shall be persons of status and property and their names, occupations and addresses shall be furnished below their signatures.

13. ALL PAGES TO BE SIGNED:

All signatures in the tender documents shall be dated. All pages of all section of the original tender documents shall be signed with date and seal at the lower right hand corner and also signed wherever required in the tender document by the tenderers or by a person holding power of attorney to sign on behalf of the tenderer before submission of the tender.

14. RIGHT OF THE BOARD TO ACCEPT OR REJECT THE TENDER :

The Board does not bind itself to accept the lowest tender and reserves the right to reject any or all tenders received without assigning any reason, whatsoever. Tenders in which any of the particulars and prescribed information are inadequate or incomplete in any respect and / or the prescribed conditions are not fulfilled are liable to be rejected. Canvassing in any form by the tenderers will result in their tender being rejected.

15. TRANSFER OF TENDER DOCUMENTS:

Transfer of tender documents purchased by one intending tenderer to another is not permissible.

16. OPENING AND ACCEPTANCE OF TENDER:

The tenders submitted online will be opened through e tender procedure at **15.30 hrs, on 03/08/2019** in the presence of those tenderers who may be present Tenders submitted by tenderers shall remain valid for acceptance for a period of 120 days from the date of opening of the tenders. The tenderer will not be allowed during the declared period of validity to revoke or cancel his tender or to vary any term thereof, without the consent in writing of the Chief Mechanical Engineer.

17. ADDENDA / CORRIGENDA:

Addenda/Corrigenda to the tender documents will be issued by the Chief Mechanical Engineer prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions. Such addendum/corrigendum will be distributed to each firm or person who had purchased the tender documents. Tenderers who are unable or unwilling to bring their tenders to conform to the requirements of the Board are liable to be rejected.

18. COLLECTION OF DATA – TENDERER'S RESPONSIBILITY:

The tenderer shall visit the site and acquaint himself fully with the site and local conditions and no claims whatsoever will be entertained on the plea of ignorance or difficulties in the execution of the work. Before submitting the tender, the tenderer shall be deemed to have clearly understood and satisfy himself regarding the work and services, all conditions liable to be encountered during the execution thereof and that prices, rates and/or compensation quoted in the offer are adequate and all inclusive with respect to all factors, circumstances and conditions likely to be incidental, both direct and indirect, to the work and services. The prices and amount quoted by the tenderer shall allow for all costs, including escalation of labour, transport, insurance fees, increase in cost due to government and other charges, direct and indirect, till the work is completed in accordance with the scope of the contract and contract period.

19. AMBIGUITY:

Should there be any ambiguity or doubt as to the meaning of any of the tender clauses/conditions or, if any further information is required, the matter should immediately be referred to the Chief Mechanical Engineer, V.O.Chidambaranar Port Trust in writing, whose interpretation shall be final and binding.

20. TENDERER'S COMMENTS:

Any comments which the tenderer desires to make shall not be placed in the annexed documents but shall take the form of a separate statement in the English language and giving reference to page, clause or item numbers and shall be submitted along with the tender.

21. SIGNING THE CONTRACT:

The successful tenderer shall be required to execute an agreement in the proforma prescribed by the V.O.Chidambaranar Port Trust (draft enclosed in the document) on Tamil Nadu Government State stamp paper of the required value within 15 days from the date of issue of the notice of acceptance of the tender. In the event of failure on the part of the successful tenderer to execute the agreement within the above stipulated period, or the period agreed by the Port, the Earnest Money or security deposit deposited by him will be forfeited and apart from that the Board being in such circumstances entitled to treat the successful tenderer as in breach of contract and proceed accordingly.

22. JURISDICTION:

The award of contract for the work *"AMC for diesel generator set available in VOC Port Trust for two years "* is subject to the legal jurisdiction of the local Courts of Tuticorin (Tamil Nadu) and no other Court other than Courts at Tuticorin (Tamilnadu) will have jurisdiction regarding any matters concerning the contract.

23. INSTRUCTIONS TO TENDERERS TO FORM PART OF THE CONTRACT:

All these instructions conditions, special conditions, if any, work specifications contained in the tender document and any correspondence related to this Contract shall form part of the agreement.

24.INSPECTION OF SITE:

The tenderer is advised to visit the site before submitting their sealed offers in order to ascertain the nature of work involved.

25. PRECAUTION AGAINST AIR AND WATER POLLUTION :

Every precaution shall be taken by the contractor to prevent air and water pollution resulting from his operations as per requirement of the appropriate authorities. The hazardous waste shall be disposed off only to the genuine processors having requisite approval in accordance with implementation of hazardous waste rules 1989, notified tender environment Act, 1989 and rules regulations made there under from time to time.

26. LABOUR :

- a. The contract labourers / employees shall display their identity card while inside the Port area.
- b. The contractor shall furnish the personal particulars of their labourers / employees. Also the contractors shall given an undertaking for the good contract of their labourers / employees inside port area.
- c. The contractor shall allow his labourers 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 labourers employed by him.

27. Compliance with ESI Act 1948:-

- i. The contractor should adhere to the Employees State Insurance Act 1948 (34 of 1948).
- ii. The tender shall issued to the contractor only if the contractor has registered under ESI act 1948 and obtain separate ESI code
- iii. If the contractors fails to comply with the ESI act it is the duty of principle employer i.e PORT TRUST to recover from the contractors bill and make payment to ESI.

28. Compliance with EPF Act:

The contractor has to comply with all provisions contained in EPF and MP Act 1952

29. Compliance with Minimum wages Act:

The contractor should adhere to Minimum wages act and to pay the labour engaged him as per the Minimum wages imposed by the CLC, Ministry of Labour & Employment.

30. Compliance with Contract Labour (Regulation & Abolition) Act, 1970:

The contractor should adhere to Contract Labour (Regulation & Abolition) Act. The contractor shall arrange insurance coverage for the workmen to be engaged by them at their cost.

31. GST : If any chargeable extra, may be clearly indicated in the price schedule available in the e-tendering website .

Goods and Services Tax:

- a) As per GST Act, invoice in the prescribed format has to be issued by a registered dealer on or before the time when goods are removed for supply (where supply involves movement) on or before the time when delivery is received by the recipient (where movement of goods is not involved)
- b) The law has laid down conditions to avail GST input tax credit on supply of Goods or services. All of the following conditions need to be satisfied to avail GST input credit:
 - The dealer should be in possession of Tax Invoice/Debit or credit Note/Supplementary Invoice issued by a supplier registered under GST Act.
 - The said goods/services have been received.
 - Returns (GSTR-3) have been filed
 - The tax charged has been paid to the Govt. by the supplier
- c) As a service provider, contractors /professionals etc shall issue the invoice within 60 days to the Port from the date of providing service. If the invoice is not issued within the time limit, then penalty and/or interest shall be applicable. If any of the contractors/ professionals do not issue invoices as aforesaid and do not file tax return by due date, Port cannot avail the ITC. Further, Port has to pay the said ITC availed with interest and penalty as applicable under GST rule. Therefore, in the event of default of the contractor on the above grounds, the said amount paid/payable to the Government by Port shall be recovered from any money due to the contractor or adjusted against the performance security/security deposit.
- d) For any correction in invoice claimed, it shall be through Debit note/credit note/supplementary invoice only, as all the invoices are to be uploaded in the GSTIN portal. All suppliers and contractors including professionals are to be requested to comply with the above provisions without any omission in respect of on going contracts. If the existing suppliers/contractors / professionals do not comply with the above provisions payment will not be released and Port will not be liable on any account to be aforesaid.

32. In case of any bidder found indulged in corrupt, fraudulent, coercive, undesirable and restrictive practices during the bidding process, VOC Port Trust is entitled to forfeit the EMD and debar the bidder for a period not exceeding three years.

-Sd-
CHIEF MECHANICAL ENGINEER

Section -III GENERAL CONDITIONS

1. The contract or any part, share or interest in it shall not be transferred directly or indirectly to any persons whomsoever without the written consent of the Board/Chief Mechanical Engineer.
2. In the event of the breach of any of the provision of the contract by the contractor, the Board shall have the right to terminate the contract summarily.
3. In the event of the Board terminating the contract for breach by the contractor of any of the provisions thereof, the contractor shall be liable for any loss suffered by the Board upto the time of the termination of the contract and for any further loss the Board may suffer during the remainder of the period originally covered by the contract.
4. **Income Tax:** Deduction of income tax as stipulated by the Income Tax Authorities will be made from the contractor's bills. It is open to the contractors to make an application to the income tax authority concerned and obtain a certificate from them authorizing the Port to deduct income tax at a lower rate or deduct no tax as may be appropriate. Such certificate shall be valid for the period specified therein unless it is cancelled by the income tax authority earlier. The contractor shall furnish the PAN details.
5. **GST :** GST in respect of this contract shall be indicated in the price bid.
6. **Accident or injury to workmen:** The V.O.Chidambaranar Port Trust shall not be liable for any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or any other person in the employment of the contractor and the contractor shall indemnify and keep indemnified the V.O.C Port Trust against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
7. Any notice to the contractor shall be deemed to be sufficiently served, if given or left in writing at his usual or last known place of abode or business.
8. Upon the complete fulfilment of the contract by the contractor to the satisfaction of the Board, the amount deposited by the contractor as security for due fulfilment of the contract will be returned to him less the amount if any due by the contractor to the Board.
9. If however, the security is made up of a guarantee bond, executed by a Bank on behalf of the contractor, it will be discharged and returned to the Bank after collecting the amount, if any, due by the contractor to the Board.
10. If there is any lapse in this regard the contractor shall be personally responsible for the lapse and hold the Port Trust blameless in providing necessary assistance.
11. The contract is liable for cancellation if either the contractor himself or any of his employees is found to be a person who has held a Class I post under the Board immediately before retirement and has, within two years of such retirement, accepted without obtaining the previous permission of the Board or the Chairman, as the case may be an employment as contractor for, or in connection with the execution of public works, or as an employee of such contractor.
12. If any contract is terminated on account of the failure of the contractor to comply with the above clause, the Board shall be entitled to recover from him such damages as may be determined by the Chief Mechanical Engineer with due regard to the inconvenience caused to the Trust on account of such termination without prejudice to the Trust's right to proceed against such officer.
13. **Contractor's Employees**
The Contractor shall provide and employ on the site in connection with the execution and maintenance of the works. (a) Only such technical assistance as are skilled and experienced in their respective callings and such sub-agents, foreman and leading hands as are competent to give proper supervision to the work they are required to supervise and (b) Such skilled, semi-skilled and un-skilled labour as is necessary for the proper and timely execution and maintenance of the works.

14. Removal of Workmen

The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the works any person employed by the Contractor in or about the execution or maintenance of the works who in the option of the Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Engineer to be undesirable and such person shall not be again employed upon the works without the written permission of the Engineer any person so removed from the work shall be replaced as soon as possible by a competent substitute approved by the Engineer.

15. Care of Works

From the commencement to the completion of 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 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 Engineer's instructions. In the event of any such damage, loss, injury happening from any of the Expected Risks the Contractor shall if and to the extent required by the Engineer and subject always to the provisions of Clause 17 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 course of any operations carried out by him for the purpose of complying with his obligations.

16. 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 persons employed by him on the Works and shall when required produce to the Engineer or the Engineer's Representative such policy of insurance and the receipt for payment of the current premium. Provided always that in respect of any persons employed by any sub-Contractor 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 the Employer is indemnified under the policy but the Contractor shall require such Sub-Contractor to produce to the Engineer or the Engineer's Representative when required such policy of insurance and the receipt for payment of the current premium.

17. Giving of Notice and Payment of Fees

The Contractor shall give all notices and pay all fees required to be given or paid by any National or State Statute ordinance or other law or any Regulation or Bye-Law of any local or other duly constituted authority in relation to the execution of the works or of any Temporary Works and by the Rules and Regulations of all Public Bodies and Companies whose property or rights are affected or may be affected in any way by the works or any Temporary Works.

18. Compliance with Rules and Regulations:

The Contractor shall at all times during currency of contract conform to and comply with the Regulations and Bye-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 Compensation Act, Provident Fund and Miscellaneous Provisions Act. Health and Sanitary arrangements for worker safety code and Contract Labour (Regulation and Abolition) Act, 1970 and the Contract (Regulation and Abolition) Central Rules 1971 etc., for welfare and protection of works, workers or for the safety of the public and other insurance provisions. The Board shall not be liable for the failure of the Contractor in conforming to the provisions of the Acts, Rules and Regulations Act 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 damage in the event of any action being taken for contravention.

19. 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 anyone of his or their behalf to any officer, servant, Representative or agent of the 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 to the Contractor to the cancellation of this and all other contract with Employer and also to the payment of any loss, or damage resulting from any such cancellation. 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 offense under the present Clause shall be settled by the 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.

20. Precautions against Water-Borne Diseases:

Every precaution to prevent the breeding of mosquitoes on the site and all receptacles used for the storage of water must be suitably protected for this purpose and must be applied at the close of work every day.

21. Precautions Against Air & Water Pollution:

Every precaution shall be taken by the Contractor to prevent air and water pollution resulting from his operations as per requirements of the appropriate authorities. The hazardous wastes shall be disposed off only to the genuine processors having requisite in accordance with the Implementation of Hazardous Waste Rule, 1989, notified under Environment Act, 1989 and the Rules and Regulations made there under from time to time.

22. Inflammable Stores

The Contractor shall comply with all central and local Regulations in respect of safe storage of all inflammable stores, or other materials involving risk to third parties and shall take all special precautions required in the transport and use of such materials. The Contractor shall submit to the Engineer for approval all drawings and documents required for the construction of storage sheds or other accommodation and shall build all such storage sheds to the proper requirements.

23. Engagement of Labour

The Contractor shall make his own arrangements for the engagement of all labour local or otherwise, and save in so far as the Contract otherwise provides for the transport, housing, feeding and payment thereof.

24. Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions provide on the Site, to the satisfaction of the Engineer's Representative, an adequate supply of drinking and other water for the use of the Contractor's staff and work people.

25. Alcoholic Liquor or Drugs.

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor, or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Sub-Contractors, agents or employees.

26. Compliance with Regulations etc.

The Contractor shall at all times during the continuance of the Contract so far it may be necessary comply with all existing enactments including central and state Legislation as well as an applicable Bye-Laws of any local authority regarding labour, particularly the Minimum Wages Act, Factories Act, Workmen's Compensation Act, Provident Fund and Miscellaneous Provisions Act, and Employees State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National Festival Holiday Act, Shop and Establishment Act and shall keep the Employer indemnified against any action that may be taken against him for the contravention of provisions of the above said enactments by the Contractor. The rates quoted by the Contractor in Bill of Quantities and Rates shall be deemed to include all expenses whatsoever the Contractor may be required to incur for the compliance with the provisions of the above said legislation. The Contractor shall make necessary arrangements for the Employer to witness the

payments made by the Contractor to his staff and labour and get the certificate from the Employer as required in terms of the CPWD Contract Labour Regulations. The Tenderer shall also produce copies of certificates of registration with Employees Provident Fund Authorities and Employees State Insurance Authorities.

27. 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 or piece work the labour rates or wages as fixed by the Central Public Works Departments as fair wages of the state payable to the different categories of labourers or those as notified under the Minimum Wages Act for the District for Corresponding employees of the Employer whichever may be higher. The Contractor shall pay the labour engaged by him on the work not less than the minimum wages notified under any Central or State law as applicable to the Port and he shall not engage persons below the minimum age fixed under any such law applicable.

28. 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 requirements of the Engineer and conciliation officer, Central Ministry of Labour Government of India or such other authorised 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 Acts, Rules and Regulations made thereunder from time to time.

29. Inspection of Wage Records

The Engineer or the Engineer's Representative or any other person authorized by them on their behalf shall have power to make enquiries with a view to ascertain a proper observance of the fair Wage Clause. He shall also have the power to investigate into any compliance regarding any default made by the Contractor or Sub-Contractor in regard to such provisions and also the provisions made in the Contract Labour Act. The Engineer shall have the right to deduct from the moneys due to the Contractor any sum required or estimated to be required by making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the Contract or non-observance of the Regulations.

30. Accidents

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 accidents to the Engineer / Engineer's Representative. The Contractor shall also report such accidents to the competent authorities to whom such report is required by law.

31. Wage book & Wage Slip

The Contractor shall maintain:

A wage book of each in such forms as may be convenient but the same shall include the following particulars:

- i) Rate of daily or monthly wages.
- ii) Nature of work on which employed.
- iii) Total number of days worked during each wage period.
- iv) Total amount payable for the work during each wage period.
- v) All deductions made from the wages with an indication in each case of the grounds for which the deduction is made.
- vi) Wage actually paid for each wage period.
- vii) A wage slip for each worker employed on the work. The Engineer may grant exemption for the maintenance of wage slip, if in his opinion not more than 19 persons are likely to be employed directly on the work, but in any case he will have to maintain wage books as specified above.

32. Preservation of Books & Slips.

The Wage books and wage slips shall be preserved for a period of not less than 12 months after the date of the last entry made in it.

33. Return of Labour Etc.

The Contractor shall, if required by the Engineer, deliver to the Engineer's Representative or at his office a return in detail in such form and at such intervals as the Engineer may prescribe showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting Constructional plant as the Engineer's Representative may require.

34. General

Materials required for the Works, whether brought by the Contractor or supplied by the Employer shall be stored by the Contractor only at places approved by the Engineer. Storage and safe custody of materials shall be the responsibility of the Contractor.

35. Materials Brought to Site

All Materials brought to the site shall become and remain properties of the Employer and shall not be removed off the site without the prior written approval of the 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 expenses forthwith remove from the site all surplus materials originally supplied by him and upon such removal, the same shall revert in and become the property of the Contractor.

36. Access to Site

The Engineer and any person authorized 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 hence materials, manufactured articles or machinery are being obtained for the works and Contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

37. Examination of Work before Covering Up

No work shall be covered up or put out of view without the approval of the Engineer or the Engineer's Representative and the Contractor shall afford full opportunity for the Engineer or the Engineer's Representative to examine and measure any work which is about to be covered up, painted or put out of view and to examine foundations, etc., before permanent work is placed thereon. The Contractor shall give due notice to the Engineer's Representative whenever any such work or foundations is or are ready or about to be ready for examination and the Engineer's Representative shall without unreasonable delay unless he considers it necessary and advises the Contractor accordingly attend for the purpose of examining and measuring such work or of examining such foundations.

38. Removal of Improper Works and Materials

The Engineer shall during the progress of the Works have power to order in writing from time to time

- a. 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 Engineer are not in accordance with the Contract
- b. The substitution of proper and suitable materials and
- c. The removal and proper re-execution (notwithstanding any previous test thereof or interim payment therefor) for any work which in respect of materials or workmanship is not in the opinion of the Engineer in accordance with the Contract.

Section-IV

SCOPE OF WORK FOR ANNUAL MAINTENANCE CONTRACT

Objective: The scope of works includes manning, repair, maintenance and related activities of 13 Nos of Diesel Generators in various rating available at VOCPT for a period of two year.

1. The preventive maintenance shall be carried out by the contractor, as per the standard maintenance schedule, with the help of their group of technicians and skilled workers. Also performance monitoring/trial run should be conducted every week and necessary preventive maintenance as required shall be attended by the contractor. Also regular cleaning on Genset and Prime mover with accessories to be done. The contractor shall arrange vehicle on his own. Permit pass on chargeable basis shall be issued by VOCPT.
2. Other than preventive maintenance work, other fault rectification like replacement of hoses, battery, filters, feed pump, V-belts, adjustment of bolts etc shall be attended by the contractor. All the spares shall be arranged by VOCPT. However, the contractor shall supply the required spares during emergency / breakdown with approval of Port and cost of spares will be reimbursed as actual based on documentary evidence.
3. All major and minor repair works including preventive maintenance works shall be attended by the contractor. Emergency breakdown during Sundays and holidays shall also be attended.
4. Break down maintenance shall generally be attended to by the contractor immediately after occurrence, unless otherwise decided due to constraints such as major breakdown, non-availability of spares, unsafe condition, late night breakdown, non-availability of handling facilities, etc. If the down time is due to the contractor's account, the same shall be considered for penalty.
5. The contractor shall attend the maintenance works and repair works in AMF panel and other electrically associated systems with generators.
6. Full painting work on canopy shall be carried out once in 18 months by contractor. Tinkering work on canopy shall also be carried out by contractor if required. Paint and consumable will be supplied by VOCPT. Contractor should inform the necessary quantity of paint and consumables well in advance.
7. Contractor should submit service reports for the works carried out and shall maintain a register to record the day to day work.
8. It is the responsibility of the contractor to furnish the list of required spares and consumables in writing, well in advance to AE/AEE concern. However, the contractor to minimize the breakdown time shall adopt vigilant action for better parts / methods voluntarily.
9. All consumables like, cotton waste, Diesel for operation of Gensets, lubricants, V-belts, Battery, spares will be supplied by the Port for carrying out the routine maintenance etc. Consumption of the above to be recorded and shown to VOCPT.
10. Contractor shall make their own arrangement for transporting oil barrels and other heavy items from VOCPT sub stores inside green gate / main stores at outside green gate to their work spot (including Zone-B area) / store.
11. It is the responsibility of the contractor to maintain all the batteries provided in each generator and to maintain spare batteries as standby to meet emergency demand. The batteries and consumables like Distilled water, acid, shall be supplied by VOCPT.
12. Photo identity cards for staff engaged by the contractor shall be issued by VOCPT on chargeable basis at the prevailing rate as per the policy of the Port.
13. The contractor shall obtain necessary license for engaging workers from labour commissioner as may be stipulated by the labour Commissioner.
14. The contractor shall ensure that, their employees are adhering safety practices by wearing all personal protective equipments like helmets, safety shoes, nose masks, safety belts, etc. The contractor shall supply helmets, safety shoes, nose masks, safety belts, etc. to their employees at their cost. All used / worn out / scrapped / replaced spares / parts shall remain be the property of VOCPT.
15. Utmost care should be taken by the contractor to repair the cranes in a proper way and with quality workmanship so as to adhere to the safety requirements as per the latest version of TN Factories act.

16. Emission Test: Emission test has to be done for all the Gen. sets maintained in this contract by the Contractor annually at their cost through pollution control approved testing centre and necessary certificate has to be produce to the Port.
17. STANDARD MAINTENANCE SCHEDULE

Maintenance items	Service Time				
	Daily	Weekly	Monthly	6 Months or 250 hrs	Yearly or 500 hrs
Complete general check up on Genset, Prime mover and all accessories	x				
Check coolant level and top up as & when required	x				
Check fuel oil and lub oil level and top up as & when required	x				
Examine charge air piping	x				
Drain water from fuel tank & filter	x				
Check air cleaner		x			
Check battery in all respect		x			
Check battery charger, alternator		x			
Engine governor oil level and linkage to be checked.			x		
Check drive belt tension			x		
Check coolant concentration			x		
Drain exhaust condensate trap			x		
Change lub oil and fuel oil filters				x	
Clean crankcase breather				x	
Examine radiator hose				x	
Check accessories drives				x	
Check gauges and safety mechanism				x	
Check Shut down mechanism				x	
Check electrical starter motor and mechanism				x	
AVR and associated field connection wires to be check.				x	
Electrical system accessories & components				x	
Flush and clean cooling system					x
Test generator insulation resistance					x
Check turbo charger/blower.					X
Emission test certificate from TNPCB/authorized centre of TNPCB					

SECTION - V

SPECIAL CONDITIONS OF CONTRACT

1. Electricity for carrying out repair work in the Generators, for its maintenance shall be given free of cost. Power consumed at their office shall be paid by contractor at the existing tariff rate on chargeable basis. Necessary meter shall be provided by the contractor.
2. Fire service clearance shall be given free of cost during maintenance period subject to adhering to safety measures prescribed by the Harbor master/ Deputy Conservator.
3. All Tools like Spanners, calipers, and other accessories required for the maintenance of Gensets shall be arranged by the contractor.
4. The contractor shall pay the minimum wages to the personnel engaged by them as prescribed in the Minimum Wages Act. **If the personnel are engaged more than 8 hours, they should be compensated for the extra work**. The contractor has to take the insurance policy covering all type of risks of all employees engaged by them for this work. The personnel engaged by the contractor shall be covered under EPF, ESI Act only after furnishing necessary documentary evidence every month, the monthly bill will be passed for payment.
5. **Contractor's office and workshop:** Ground rent shall be chargeable for the area occupied for the above use, as per existing tariff. The buildings should not be used for residential purposes. The contractors shall at their own cost and expense shall arrange for watch and ward security at the above location. Port Trust is not responsible for providing any accommodation to the contractor's staff/labour in the port premises.
6. The contractor shall replace and or substitute any personnel found by the owner to be unsuitable/unsatisfactory for the smooth and efficient operation.
7. **UNIFORM** : The personnel employed for the maintenance of the gensets should be in proper uniform during their duty hours. Uniform is inclusive of safety shoe, helmet, nose mask etc.
8. **PAYMENT TERMS:** AMC charges shall be paid on monthly basis on the rate accepted in the contract. For the case of penalty if any, the amount shall be deducted in the monthly bill, when the equipment availability is below 95% for the corresponding month as per clause 11 under this section (V). Payment will not be made to any Genset which is decommissioned during the contract period and not under maintenance of contractor after decommissioned. Additional units shall be included in your contract at the same rate for which amendment for quantity will be issued before doing maintenance work.
9. Income Tax and any other Tax payable will be deducted at source as per rules from time to time. Service tax if any will be paid on production of documentary proof of remittance only.
10. **Liquidated Damages:** If the Contractor fails to commence the work within the period specified or within such extended period as may be allowed by the Competent Authority as per clause 9 of in section-II, the contractor shall pay or allow to the Board a sum equivalent to 1% of the value of the contract for every week (7 days of delay) or part thereof subject to a maximum of 10% of the total value of contract as liquidated damages beyond the said period or extended period, as the case may be during which the contractor fails to commence the work. Such damages shall be deducted by the Board from any moneys due to become or due to the Contractor.
11. **Penalty for shortfall in availability during AMC Period.** The availability of each generator should be a minimum of 95% in every month measured in hours. Penalty is leviable if availability of any generator falls short of 95%. In case of any short fall due to their account, penalty per hour and part thereof shall be deducted from the bill submitted by the contractor at per hour rate of Annual Maintenance Contract (Short fall hours (Availability below 95% in a month) x AMC rate per generator per month / 24 hours x 30 days).
In case of any shortfall of man power as given below, the wages for short fall period will not be made for the particular non-deployment of manpower. Moreover, a penalty of 25% will also be deducted for every short fall of manpower.

MANNING STRENGTH

Personnel	Qualification	Shift	Nos.
IN CHARGE	DIPLOMA IN MECHANICAL ENGG WITH MINIMUM 3YEARS EXPERIENCE.	General shift	1
ASSISTANTS	A) ITI CERTIFICATE HOLDER IN DIESEL MECHANIC TRADE IN 3 YEARS EXPERIENCE	General shift	1
	B) ITI CERTIFICATE HOLDER IN ELECTRICIAN TRADE IN 3 YEARS EXPERIENCE	General shift	1
	C) ITI CERTIFICATE HOLDER IN DIESEL MECHANIC TRADE IN 3 YEARS EXPERIENCE	II shift	1
	D) ITI CERTIFICATE HOLDER IN ELECTRICIAN TRADE IN 3 YEARS EXPERIENCE	III shift	1
TOTAL			5 nos

N.B :- Contractor shall make adequate provision for leave reserves and for giving weekly off to their employees.

12. The contractor shall provide suitable transport arrangements for mobilizing the personnel, lubricants, fuel, spares to the diesel generator spot from the places as required for smooth execution of the contract.

13. **Termination of Contract:** If the performance of the contractor is found not satisfactory by the Chief Mechanical Engineer, during the contract period, the contract will be terminated by one month notice and the performance security and security deposit will be forfeited after obtaining necessary approval from Chairman, VOCPT.

14. Following statements in the prescribed format shall be produced at the end of every month to the department

- 3) Availability statement
- 4) Manpower attendance
- 5) Status of safety items in the Diesel Generators.
- 6) Preventive maintenance schedule
- 7) Consumable statement
- 8) Break down details
- 9) Documentary evidence for complying with ESI & EPF ACT, insurance coverage.

15. The contractor shall be liable for all acts of omission or commission of the personnel deployed and also for all liabilities pertaining to their salaries, victuals, medical facilities, insurance coverage and any other requirement pertaining to personnel at the cost of the contractor.

16. The contractor shall comply with and shall ensure due compliance of all Indian Laws related to the deployment of labour.

14. If any claims or legal proceedings are filed against the Gen. set or the owner by virtue of legal proceedings arising because of the activities of the contractor in the Diesel Generators, the contractor shall immediately notify the owner and the contractor shall take immediate action, legal or otherwise, to free the Diesel Generator or owner from the claim, demand or lien thereupon placed. If the contractor fails to do so, the owners defend the same at the expense of the contractor.

17. No cooking shall be permitted inside the work spot. No alcoholic drinks will be permitted inside the work spot and no personnel with alcoholic influence will be permitted to enter into the work spot. The contractor shall ensure that the personnel employed for this work do not smoke inside the Port area.

18. Statutory requirement as per Labour Department and Dock Safety Inspectorate as per regulation should be adhered by the Contractor.

19. All safety precautions shall be strictly adhered to.

20. The contractor and their employees should be complied with Quality Management (ISO 19000:2008) and Environmental regulations (14000:2004) Electricity Act, Dock Safety regulations.

21. The contractor shall get the bio-data and proof of qualification of the personnel engaged for repair and maintenance of the Gen. Set and get it approved by the Chief Mechanical Engineer prior to the placement. Any changing in manning has to be done only with the approval of Chief Mechanical Engineer. The Contractor shall provide suitable transport arrangements for mobilising the personnel to the working spot from the places as required for smooth execution of contract.

22. The contractor shall furnish the personal particulars of their labourers / employees. Also the contractors shall give an undertaking for the good conduct of their labourers / employees inside port area.

23. The contractor shall provide manpower for all the days during the contract period.

24. INSTRUCTIONS TO TENDERERS TO FORM PART OF THE CONTRACT:

All these instructions conditions, special conditions, if any, work specifications contained in the tender document and any correspondence related to this Contract shall form part of the agreement.

25. LABOUR: The contract labourers / employees shall display their identity card while inside the Port area.

26. The contractor shall allow his labourers 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 labourers employed by him.

27. The Tenderer shall give clear indication in his tender of the parts which would be required for working the plant he does not propose to include in the quotation, where such clear mention is not given it will be construed that the quotation covers all parts not so indicated.

28. The Contractor shall indemnify the Board against any action, claim or demand or expenses arising from any infringements of patents, designs or other protected rights.

29. The Chief Mechanical Engineer or his representative shall be at liberty to object to and require the contractor to remove from the works any person employed by the Contractor for the works, who in the opinion of the Chief Mechanical Engineer or his representative, misconduct himself or his incompetency or negligence in the proper performance of his duties and such persons shall not be again employed upon the works, without the permission of the Chief Mechanical Engineer.

30. The Contractor shall be responsible for any accident, damage or injury caused to any of his employees during the execution of this work and shall hold the Board blameless in respect thereof and also in respect of any reason whatsoever.

31. The Contractor shall be responsible for all structural or decorative damage to property and for injury caused by work or workmen to persons, animals or things and shall hold the Board blameless in respect thereof, he shall also be responsible for any injuries or damages caused to the works by inclemency of weather and shall rectify at his own cost or damages caused by the same and thoroughly complete the whole of the works.

32. The Board 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 persons in the employment of the Contractor or any subcontractor and the Contractor shall indemnify compensation and against all claims, demands, proceedings cost charges and expenses whatsoever in respect thereof or in relation thereto.

33. The Contractor shall be solely responsible for reporting to the Board and Police Department immediately of any serious or fatal accidents inside the Harbour premises to any of his employees/workmen engaged by him.

34. In the event of any dispute arising during the period of contract for **“Annual Maintenance Contract for Diesel Generator Sets available in V.O.Chidambaranar Port Trust for a period of two year”** the decision of Chairman/VOCPT shall be final and binding on the contractors.

SCHEDULE OF DEVIATIONS FROM TECHNICAL SPECIFICATIONS

ALL DEVIATIONS FROM THE SPECIFICATION SHALL BE FILLED IN BY THE TENDERER, CLAUSE BY CLAUSE IN THIS SCHEDULE

SECTION NO	SPECIFICATION CLAUSE NO.	DEVIATION
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The Tenderer hereby certified that the above - mentioned are the only deviations from the Technical specification and tender conforms to the specification in all respects.

Company Seal :

Signature :

Designation :

Company :

Date :

SCHEDULE OF DEVIATIONS FROM GENERAL AND SPECIAL CONDITIONS AND GENERAL RULES AND DIRECTIONS OF THE TENDER ENQUIRY

ALL DEVIATIONS FROM GENERAL AND SPECIAL CONDITIONS AND GENERAL RULES AND DIRECTIONS OF THE TENDER ENQUIRY SHALL BE FILLED IN BY THE TENDERER, CLAUSE BY CLAUSE IN THIS SCHEDULE

SECTION NO	SPECIFICATION CLAUSE NO.	DEVIATION
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The Tenderer hereby certified that the above - mentioned are the only deviations from General and special conditions and General rules and directions of this tender inquiry and tender conforms to the specification in all respects.

Company Seal :

Signature :

Designation :

Company :

Date :

EXPERIENCE

Experience in similar type of work for the last seven years ended **30.06.2019**

Sl. No	Name of work	Value of work executed	Contract period		Scheduled period of completion	Contractor's name and address
			Commencement	completion		
1						

Note:- The copy of the work orders and satisfactory completion/ Performance certificate attested by the Notary Public for the completed works shall be furnished.

Contractor

FINANCIAL STATUS

Summary of yearly turnover on the basis of the Audited Balance Sheet for the last three financial year (2015 – 16, 2016 – 17 and 2017-18)

<i>Sl. No.</i>	<i>Financial year</i>	<i>Total Turnover</i>
01	Year 2015 - 2016	Rs.
02	Year 2016 - 2017	Rs.
03	Year 2017 - 2018	Rs.

Note: Attach certified copies of the Audited Financial Statements attested by Notary Public

Contractor

V.O.CHIDAMBARANAR PORT TRUST

FORM OF AGREEMENT

This AGREEMENT made this.....day
..... two thousand
Board of Trustees of the V.O.C Port Trust, a body corporate under Major port Trust Act 1963 (herein after called the Board which expression shall, unless excluded by or repugnant to the context, be deemed to include the successors in office) on the one part
AND

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

WHEREAS the Board of Trustees of the V.O.C Port Trust is desirous of construction the work comprising

WHEREAS the contractor has offered to execute, complete and maintain such works and whereas the Board has accepted the tender of the contractor and WHEREAS the contractor as furnished a sum of Rs.....

(Rupeesonly) as
Earnest Money Deposit at the time of tendering which will be adjusted against security deposit as per memorandum will be collected by deductions from the running bills, at the rates mentioned there in for the due fulfillment of all the conditions of the contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and the expressions shall have the same meanings as are respectively assigned to them in the conditions of the contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement viz.

- 1 Tender Notice
2. Instruction to Tenderers
3. Terms and Conditions
4. Annexes
- 5.Schedule of Price
- 6.Work Order

CONTRACTOR

3. The contractor hereby covenants with the Board of trustees of V.O.C Port to construct complete and maintain the "works" in conformity in all respects with the provision of the agreement.
4. The Board of the Trustees of V.O.C Port hereby covenants to pay the contractor in consideration of such construction, completion and maintenance of the works the "Contract price" at the time and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties here into have set their hands and seals the day and year first written.

The common seal of the Trustees of
V.O.C Port was here into affixed and

The Chairman thereof, has set his
Hand in the presence of CHAIRMAN of the Board
of Trustees V.O.C Port.

Signed and sealed by

The Contractor in the presence of

Annexure

SPECIMEN FORM OF BANK GUARANTEE BOND (FOR PERFORMANCE SECURITY)

In consideration of the Chairman representing the Board of Trustees of V.O.Chidambaranar Port (hereinafter called "The Port") having agreed to exempt _____ (hereinafter called "said contractors") from the demand, under the terms and conditions of contract awarded in No _____ dated _____ made between _____ and _____ for _____ (hereinafter called "said Agreement") of Performance security for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs. _____ (Rupees ----- only).

2.We*____(hereinafter referred to as the Bank) at the request of ____ contractor(s) do hereby undertake to pay to the Port an amount not exceeding Rs.____ against any loss or damage caused to or suffered or would be caused to or suffered by the Port by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.

3.We* ____do hereby undertake to pay the amounts due payable under this Guarantee without any demur, merely on a demand from the Port stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Port by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the contractor(s) failure by perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However our liability under this Guarantee shall be restricted to an amount not exceeding Rs._____.

4.We undertake to pay to the Port any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings before any Court of Tribunal relating thereto our liability under this present being absolute and unequivocal.

5. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

6.We*_____ further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Port under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Mechanical & Electrical Engineering Department, V.O.Chidambaranar Port Trust certified that the terms and condition of the said Agreement have been fully and properly carried out by the said contractor's

and accordingly discharges this Bank Guarantee. Unless a demand or claim under this Guarantee is made on us in writing within three months from the date of expiry of the validity of the Bank Guarantee period we shall be discharged from all liability under this Guarantee thereafter provided further that the Bank shall at the request of the Port but at the cost of Contractor(s) renew or extend this Guarantee for such further period or periods as the Port may require.

7.We *_____ further agree the Port, that the Port shall have the fullest liberty without consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for

any time or from time to time any of the powers exercisable by the Port against the said Contractor(s) or for any forbearance, act or omission on the part of the Port or any indulgence by the Port to the said Contractor(s) or by any such matter or thing whatsoever which under the Law relating to sureties would but for this provision, have effect of so relieving us.

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

We * _____ lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Port in writing.

9.This guarantee is valid upto _____ (period)

Dated the day of 200 for **

Indicate here the name of the Bank

Indicate here the period or date.

Contractor

E- Payment

To

The Financial Advisor & Chief Accounts Officer,
V.O.Chidambaranar Port Trust,
Tuticorin – 628 004.

Sir, We hereby give particulars for payment of the works bill / Advance etc

Sl No	Particulars	
1	Name of the contractor /Supplier	
2	Address of the Contractor / Supplier	
3	Name of the work for which payment is made	
4	Estimate No , Agreement No Work order no,	
5	Name of the Bank in which Contractor / Supplier operating account Either with IOB or SBI or Any other Bank(If it is other than IOB or SBI, bank commission plus postage will be deducted)	
6	Address of the Bank	
7	Branch Code No	
8	Type of Account (Whether SB A/c or current A/c)	
9	Account No	
10	IFSC Code No – Bank code	
11	PAN No.	
12	GST Identification Number	
13	HSN Details (for Material Supply only)	
	Description of Materials	HSN Code
14	Service Accounting Code (SAC) (for Contractors/Service Providers only)	
	Service Description	Service Accounting Code (SAC)

Yours sincerely

(Signature of Contractor)

E-PAYMENT- Payment of contractor bills through Bank:-Payment due to the contractor may , if so desired by him by made to the Bank instead of direct to him provided that the contractor furnishes to the Engineer – in- charge (1) an authorization in the form of a legally valid account such as power of attorney conforming authority on the Bank to receive payments and (2) his own acceptance of the correctness of the account made out as being due to him by employer or his signature on the bill or other claim preferred against employer before settlement by the Engineer – in charge of the account or claim by payment to the Bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment the contractor should wherever present his bills duly receipted and discharged through his bankers. Nothing here in contained shall operate to create in favour of the Bank any rights or equities vis – a vis the Board. The date on which e – payment 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 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.

The Engineers may by any certificate make any correction or modification in any previous certificate which shall be issued by him and shall have power to with hold any certificate if the work or any part thereof is not being carried out to his satisfaction Balance payment will be released on completion of work to the satisfaction of Engineer's Representative. No claim will be entertained by the Port in this account.

For the e- payment Port has made working arrangements with the following Bankers

a)State Bank of India, Main Office, Tuticorin



b)Indian Overseas Bank, harbour Branch

The arrangements designed to work are as follows The amount due to the payee will be intimated to the Port Bankers in the form of Electronic messages. The Bank will arrange to credit the amount to the parties account through electronic transfer failing which by other modes as detailed further.

If the payees account is with any of the computerised & net worked branches of the above named Banks, the amount due to the payee will be credited to the payee instantly with payment of Bank charges.

In all other cases, payment will be arranged through Bankers cheque / DDs by the State Bank of India through "speed post' or counter service" for this bank charges at the appropriate rates will be payable by the payee.

COVER- II
PRICE SCHEDULE

		V.O.Chidambaranar Port Trust			
		Mechanical and Electrical Engineering Department			
Electrical Division Tender No. MEE-SE2EL-ELE-F18-7-2019-68307					
Name of work: AMC for diesel generator set available in VOC Port Trust for 2 years					
Name of the Company & Address if any					
Sl. No.	Description of item	Unit	Qty	Rate/ Unit without GST Rs.	Total Amount for two years without GST Rs. C3=C(1)XC(2)
			C1	C2	C3
1	Periodical maintenance of engine for 600 KVA DG set, Engine - Kirtoskar, Model -CPCB-II/2015 - Additional berth	months	24		0.00
2	Periodical maintenance of engine for 500KVA DG set, Engine- Caterpillar, Model - 3412TT/2014 - Administration office	months	24		0.00
3	Periodical maintenance of engine for 250KVA DG set, Engine - Greavse India, Model-TD2 V12/2002 - North (Coal Jetty I)	months	24		0.00
4	Periodical maintenance of engine for 200KVA DG set, Engine kirtoskar, Model - 6SL1500PASR2, /2014 - Green Gate	months	24		0.00
5	Periodical maintenance of engine for 62.5 KVA DG set, Engine kirtoskar, Model-K6162.5SS/2015 - Port Check Post - I	months	24		0.00
6	Periodical maintenance of engine for 50KVA Dg set, Engine- Kirtoskar, Model- 4R 1190/2007 old Port Zone B	months	24		0.00
7	Periodical maintenance of engine for 30/35 KVA DG Set, Engine - kirtoskar, Model- HA494/2014 - call point, Zone B	months	24		0.00
8	Periodical maintenance of engine for 25KVA DG set, Engine - Kirtoskar, Model- CM 180M/2001/2015 - Chairman Bungalow	months	24		0.00
9	Periodical maintenance of engine for 250KVA DG set, Engine Mahindra India Model - 63455GC/2011 - Port Hospital	months	24		0.00
10	Periodical maintenance of engine for 200KVA DG set, Engine kirtoskar, Model -6SL1500PASR2/2014 - Admin.office EDP	months	24		0.00
11	Periodical maintenance of engine for 62.5 KVA DG set, Engine kirtoskar, Model-K6162.5SS/2015 - Lorry Parking Yard	months	24		0.00
12	Periodical maintenance of engine for 30/35 KVA DG Set, Engine - kirtoskar, Model- HA494/2014 - Pier head	months	24		0.00
13	Periodical maintenance of engine for 30/35 KVA DG Set, Engine - kirtoskar, Model- HA494/2014 - Signal Station	months	24		0.00
Total Amount for two years without GST (Rs.)					0.00
SGST amount Rs.					
CGST amount Rs.					
IGST amount Rs.					
Total Amount for two years including GST (Rs.)					0.00
Mention CGST percentage (%) if quoted above					
Mention SGST percentage (%) if quoted above					
Mention IGST percentage (%) if quoted above					
Chief Mechanical Engineer					

