V.O.CHIDAMBARANAR PORT AUTHORITY TUTICORIN – 628004



TENDER DOCUMENT FOR SINGLE COVER SYSTEM

Name of Work "Demolishing the existing Warehouse office Building, One Warehouse outside Green Gate and a Service Station Building inside Green Gate at VOC Port"

OCTOBER 2025

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CIVIL ENGINEERING DEPARTMENT Notice Inviting Tender (NIT)

(Only through E-Tendering Portal)

VOCPA E-Tendering Website: https://etenders.gov.in/eprocure/app

VOCPA Website: https://www.vocport.gov.in

NIT.No:14CE/HMD/2025-26/D. 32/3

Date:15.10.2025

VOC Port enlisted contractors (or) registered contractors under any organizations for the following work.

the ent,	Name of work To document shall also upload Cceptance Letter) of tender docum	Demolishing the existing Warehouse office Building, One Warehouse outside Green Gate and a Service Station Building inside Green Gate at VOC Port.
ii W	Estimate cost put to tender	Nil el bangis to gnibsolqu to basishi
iii	Earnest Money Deposit (EMD) .tnemesta footboo ent to had	Rs.50,000/- (Rupees Fifty Thousand only) EMD payment made by the bidders should only through online payment gateway in CPP Portal mode. Otherwise, his/her/their tender will be rejected.
iv	Cost of tender document	7. The tenderer shall turnish the IIN
٧	Downloading of Tender from VOCPA online e-tendering	
ed i		If the Successful tenderer fails to exe
vi	Last Date and Time for submission of Tenders online.	28.10.2025 upto 15:00 Hrs.
vii	Online Price bid opening date and time.	29.10.2025 at 15:30 Hrs.
viii	Period of completion	Three Months
ix	Validity of Tender	120 Days from the date of opening the bid.

Note:

- The contractor has to quote the net amount to remit with Port considering the dismantling and disposing of debris/waste materials and salvageable value of usable materials to be taken out by him.
- ii. Only the H1 rate offered by the eligible bidder will be considered.

The Chief Engineer, Tuticorin Thermal Power Station :snoitibnoo Insened . 1.

 The tender documents and other relevant documents are required to be submitted only through e-tender mode offered on the website https://etenders.gov.in/eprocure/app.

- 2. The bidder will be disqualified from the tender if it is identified that they have a history of engaging in frivolous or vexatious litigations.
- 3. The EMD shall be paid through online payment gateway mode in CPP Portal only. Without EMD, the Tender will not be considered. EMD in any other form will not be accepted.
- NIT.No:14CE/HMD/2025-26/D. 32/13 4. The Port reserves the rights to waive any formality thereof or to reject any or and all the tenders without assigning any reason and not bound itself to accept the lowest tender.
- 5. The tenderer while uploading their document shall also upload the undertaking as Annexure-I (Tender Acceptance Letter) of tender document, instead of uploading of signed tender documents failing which, the offer will not be considered for evaluation.
- 6. This Notice Inviting Tender shall form part of the contract agreement.
 - 7. The tenderer shall furnish the GSTIN, PAN, ESI, EPF registration code 15.10.2025 to 28.10.2025, tnemuoobilitis
 - 8. If the Successful tenderer fails to execute the work, the EMD amount will be for 28.10.202 forfeited by the Port.

WCHIEF ENGINEER

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1. All Head of Department / VOCPA

2. Chief Vigilance Officer/VOCPA digital Through mail 114 erts vino di

and salvageable value of usable mat

3. The Superintending Engineer(C)

4. The Chief Engineer, Tuticorin Thermal Power Station, Tuticorin - 4. Interns 2. Intern

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V.O.CHIDAMBARANAR PORT AUTHORITY

FORM OF AGREEMENT

This AGREEMENT made this.		
day of	(two thousand) Between the
Board of V.O.Chidambaranar	Port Authority, a body corporate unc	ler Major Port Authorities
Act 2021 (herein after called	the "Board" which expression shall	ll, unless excluded by, or
repugnant to the context be	deemed to include the successors in	n office) on the one part
And		
(hereinafter called the "CON	TRACTOR" which expression shall	l, unless excluded by, or
	be deemed to include his hires, ϵ	•
- 0	successors in office) on the other part	
	· · · · · · · · · · · · · · · · · · ·	
	O.Chidambaranar Port is desirous o	of constructing the work
comprising.		
•••••		
	s offered to execute and complete suc	
Board has accepted the tender	of the contractor and WHEREAS the	e contractor has furnished
a sum of Rs.50,000/- (Rupees l	Fifty Thousand only) as Earnest Mon	ney Deposit at the time of
tendering which will be adjust	ed against performance security as pe	er Clause (d).

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 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. Memorandum.
 - 2. General conditions of contract.
 - 3. Special conditions of contract.
 - 4. Schedule of approximate quantities and rates.
 - 5. Schedule of drawings.
- 3. The contractor hereby covenants with the Board of V.O.Chidambaranar Port Authority to construct complete and maintain the "works" in conformity in all respects with the provision of the agreement.
- 4. IN WITNESS WHEREOF the parties here into have set their hands and seals the day and year first written.

The common seal of the Board Members of V.O.Chidambaranar Port Authority was hereinted
affixed and
The Chairman thereof, has set his
Hand in the presence of
V.O.Chidambaranar Port Authority.
Signed and sealed by
The Contractor in the presence of
(Witness with address)

V.O.CHIDAMBARANAR PORT AUTHORITY TUTICORIN - 628 004. (CIVIL ENGINEERING DEPARTMENT) TENDER FOR WORKS CONTRACT FORM – A

I / We hereby tender for the execution for the Chairman, V.O.Chidambaranar Port Authority of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein, and in accordance in all respects with the specifications and instructions in writing referred to in the conditions of the contract and with such materials as are provided for by, and in all respects in accordance with, such conditions so far as possible.

1. MEMORANDUM:

- a. General Description: "Demolishing the existing Warehouse office Building, One Warehouse outside Green Gate and a Service Station Building inside Green Gate at VOC Port."
- b. Estimate Cost: Nil
- **c. Earnest Money**: **Rs.50,000/- (Rupees Fifty Thousand only)** EMD payment made by the bidders should only through online payment gateway in CPP Portal mode. Otherwise, his/her/their tender will be rejected.
- d. Performance Security: The contractor shall deposit an amount equal to 5% of the accepted tender value as performance security through RTGS/NEFT or irrevocable Bank Guarantee, obtained from the Nationalized/Scheduled bank in the form as per specimen in the schedule. A letter from the Bank shall also be sent along with the Bank guarantee, to the Employer within 15 days of placement of work order or before the commencement of work whichever is earlier. However, the Chief 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 and will be refunded thereafter.
- **e. Period of Completion:** Time allowed for the work from the 15th day after the date of written order to commence is **Three Months**.

f. Delay in commencement of work Forfeiture of Earnest Money Deposit:

(i) Should this tender be accepted, in whole or in part I / We hereby agree (i) to abide by the fulfillment all the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tenders so far as applicable and or in default thereof to forfeit and to pay the Chairman, VOC Port Authority or his successors, in office the sum of money mentioned in the said conditions. A sum of Rs.50,000/- (Rupees Fifty Thousand only) as EMD payment made by the bidders should only through online payment gateway in CPP Portal mode. If I/We fail to commence the work specified in the above memorandum, I/We agree that the said Chairman VOC Port Authority or his successors in office shall, without prejudice to any other right of remedy, be at liberty to forfeit the said Earnest Money absolutely, otherwise they said Earnest Money shall be retained by his towards security deposit mentioned against Clause (d) of the above mentioned memorandum.

ii) To execute all the works referred to there in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered.

2. DUTIES & POWERS OF ENGINEER'S REPRESENTATIVES: -

The duties of the Engineer's Representative are to watch and supervise the works or workmanship employed in connection with the works. He shall have no authority to relieve the contractor of any of his duties or obligations under the contract not except as expressly provided here under or elsewhere in the contract to order any work involving delay or any extra payment by the employer nor to make any variation of or in the works. The Engineer may from time to time in writing delegate to the Engineer's representative any of the authorities vested in the Engineer and shall furnish to the contractor a copy of all such written delegations of powers and authorities. Any written instruction or approvals given by the Engineer's representative to the contractor within the terms of such delegation (but not otherwise) shall bind the contractor and the Employer as through it has been given by the Engineer, Provided as follows.

- a) Failure of the Engineer's Representative to the disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down removal or breaking up thereof.
- b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled refer the matter to the Engineer who shall there upon confirm reverse or very such decision.

3. CONTRACT DOCUMENTS:

The language in which the contract documents, correspondences shall be drawn up in English only.

4. AGREEMENT AND STAMP DUTY: -

The successful tenderer shall enter into an agreement with the Port for the execution, completion and maintenance of the above work. The successful tenderer shall also arrange, Stamp paper of worth Rs.100/- (Rupees Hundred Only) along with two nos of cartridge papers duly typed for execution of agreement.

5. INSPECTION OF SITE: -

The contractor shall inspect and examine the site and its surroundings and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (so far as is practicable) the form and nature of the site the quantities and nature of work necessary for the completion of the works and the means of access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

6. WORK TO BE THE SATISFACTION OF THE ENGINEER: -

The Contractor shall execute complete the works in strict accordance with the contract to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineers instructions and directions on any matter (whether mentioned in the contract or not) touching or concerning the works. The contractor shall take instructions and directions only from the Engineer or (Subject the limitations referred to in Clause 2 hereof) from the Engineer's Representative.

7. a) CONTRACTORS LABOUR: -

The contractor shall employ labour in sufficient numbers either directly or through sub contractors to maintain to required rate of progress and of quality to ensure workmanship of the degree specified in the contract and to the satisfaction of the Engineer-in-charge. The contractor shall not employ in connection with the works any person who has not completed his fifteenth year of age. The contractor shall obtain a valid license under the Central Labour (R&A) Act 1970 and the contract labour (Regulation & Abolition) Central Rules 1971 before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill this requirement shall attack the penal provisions of the contract arising out of the resultant non execution of the work.

<u>b) Regarding Entry of Labour in Harbour Premises : -</u> Admission in to the Harbour is regulated by passes and the contractor shall get passes required for entry into the Harbour of his work. As soon as workmen arrive at the work spot, the contract shall exchange entry passes for duty passes and the workmen shall have in their possession these duty passes while at work. After the close of the day's work, the duty passes shall again be exchanged for entry passes by the contractor. At the completion of the entire work under the contract, the contractor shall surrender the passes issued. Failure to return all the passes will entail a penalty Rs.20/- per passes plus surcharges as may be levied by the Board from time to time.

The passes for entry into Green Gate / Red Gate / Zone B for Labour and Vehicles of the Contractor in connection with the execution of this contract work shall be obtained at his cost as per tariff rates in force from time to time in this Port.

- c) Wage Records: The contractor shall maintain records of wages and other remuneration paid to his employees in such forms as may be convenient and to the requirement of the Engineer and conciliation officer. Central Ministry of Labour Government of India or such other authorized persons appointed by the State Government. The contractor shall also exhibit the different notices as required under the minimum wages Act 1949 payment of wages Act 1936 and other Acts Rules and Regulation made there under from time to time.
- <u>d) Returns of Labour:</u> 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 clauses 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.
- e) Removal of Workman:- The contractor shall employ in and about the execution of the work only such persons and are careful skilled and experienced in their several trades and calling to approval of the Engineer. The Engineer shall be at liberty to object to and to require the contractor to remove from the above works any person employed by the contractor in or about the execution of the works who in the opinion of the Engineer misconducts himself or incompetent or negligent in the proper performance of his duties and such persons shall not be again employed in the works without the written permission of the Engineer.
- f) Admission to site: The contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of the site until instructed to do so by the Engineer-incharge in writing. The portions of the site to be occupied by the contractor shall be defined and or marked on the site plan, failing which these shall be indicated by the Engineer-incharge and the contractor shall on no account be allowed to extend his operations beyond these areas. In respect of land allotted for the purpose of accommodation of labour, the

contractor shall pay the rent prescribed by the employer for use and occupation in respect of each and every separate area of land allotted to him.

The contractor shall provide, if necessary or if required on the site, all temporary access thereto and shall after, adopt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and make good all damage done to the site.

- **8. WATCHING AND LIGHTING**: -The Contractor shall in connection with the works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary as required by the Engineer or by any competent statutory or other authority for the protection of the works or for the safety and convenience of the public or others. All lights provided by the contractor shall be placed or screened so as not to interfere with any signal lights on the Employer's Railway or with any navigational lights or with traffic or signal lights of any local or other authority.
- **9. CARE OF WORKS**: From the commencement to the completion of the works the contractor shall take full responsibility for the care thereof and of all temporary works and in case any damage, loss or injury shall happen to the works or to any part thereof or to any temporary works from any cause whatsoever (save and except the Excepted Risks as defined in cl 10 hereof) 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. 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 the obligations under clause 27, 26 (a, b & c).
- 10. EXPECTED RISKS: These are risks due to riots (otherwise than among contractor's employees and civil commotion (in so for as both these are uninsurable) War (Whether declared or not) invasion act of foreign enemies hostilities, civil war, rebellion revolution insurrection, military or usurped power, any acts of Government, damages, from air craft acts, of God / Forces of nature such as earthquake lighting and unprecedented floods and other causes over which the contractor has no control or the contractor could not foresee or could not reasonably provide against and accepted as such by the Accepting Authority or causes solely due to use or occupation by Employer of the works in respect of which a certificate of completion has been issued or a cause solely due to Employer's faulty design of works.
- 11. INSURANCE OF WORKS ETC: Without limiting his obligation and responsibilities under cl 9 "care of works" cl 10 "Excepted Risks" hereof the contractor shall insure in the joint names of the employer and he contractor against all loss or damage from whatever cause arising (other than the Excepted Risks) for which he is responsible under the terms of the contract and in such manner that the Employer and contractor and covered during the period of construction of the works and are also covered during the period of construction of the works and are also covered during the period of maintenance for loss or damage arising from a cause occurring prior to the commencement of the period maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses 27, 26 (a), (b) & (c).

- a) The works and the temporary works to the full value of such works executed from time to time.
- b) The materials, constructional plant and other things brought on to the site by the contractor to the full values such materials, constructional Plant and other things.
- c) As in case of sinking of constructional plant and equipment for the cost of salvage of the same as assessed by the Port. Such insurance shall be effected with an insurer and in terms approved by the Engineer and the contractor shall whenever required produce to the Engineer or the Engineer's representative, the policy or policies of insurance and the receipts for Payment of the current premium provided always that without limiting his obligations and responsibilities as aforesaid nothing in the clause contained shall render the contractor liable to insure against the necessity for the repair or reconstruction of any work constructed with the materials or workmanship not in accordance with the requirements of the contract.
- **12. INDEMNITY BY EMPLOYER:** -The Employer will save harmless and indemnify the contractor from and against all claims, demands, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision to clause Damage to persons and property (Clause 14 (b)).
- **13. a) THIRD PARTY INSURANCE**: Before commencing the execution of the works, the contractor (but without limiting his obligation and responsibilities under clause 12 and 14(b) hereof) shall insure against any damage, loss or injury which may occur to any property (including that of the Employer or to any person including any employees of the employer by or arising out of the execution of the works in the carrying out of the contract otherwise than due to the matter referred to in the provision to clause 14(b).
- **b) Minimum amount of third party Insurance**: Such insurance shall be effected with an insurer and in terms approved by the employer and for at least the amount stated in the tender and the contractor shall whenever required produce to the Engineer's representative the policy or policies of insurance and the receipts for payment of the current premiums.
- **14. a) ACCIDENT OR INJURY TO WORKMEN:** The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any contractor and the contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and against all claims, demands, proceedings, costs charges and expenses whatsoever in respect thereof or in relation thereto.
- b) Damage to persons and property: The contractor shall (except if and so far as the specification provided otherwise) indemnify and keep indemnified the employer against all loses and claims for injuries or damage to any persons are any property whatsoever (other then surface or other damage to land being or crops being on the site suffered by tenants or occupiers) which may arise out of or in consequence of the construction and maintenance of the works and against all claims, demands, proceedings damages, costs; charges, and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the contractor liable for or in respect of or to indemnify the Employer against any compensation or damages for or with respect to.
 - i. The permanent use or occupation of land by the works or any part thereof or (save as herein after provided) surface or other damages as aforesaid.
 - ii. The right of the Employer to construct the works or any part thereof on over, under in or through any land.

- iii. Interference whether temporary or permanent with any right of light airway or water or other easement or quasi easement which is the unavoidable result of the construction of the works in accordance with the contract.
- iv. Injuries or damage to persons property resulting from any act or neglect done or committed during the currency of the contract of the Employer his agents, servants or other contractors (not being employed by the contractor) or for or in respect any claims, demands, proceedings, damages, costs charges and expenses in respect thereof or in relation thereto. Provided further that for the purposes of this clause, the expression "the site" shall be deemed to be limited to the area defined in the specification or shown on the drawings in which land and crops will be disturbed or damaged as an inevitable consequence of the carrying out of the works.
- c) 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 are employed by him on 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 Engineer's representative when required such required such policy of insurance and are the receipt for payment of the current premium.

d) ESI Act:-

- i. The contractor should adhere to the Employees State Insurance Act 1948 (34 of 1948)
- ii. The Tender shall be issued to the Contractor only if the contractor has registered under ESI Act 1948 and has obtained separate ESI Code.
- iii. If the contractors failed to comply with the ESI Act, it is the duty of Principle Employer i.e PORT AUTHORITY to recover from the contractor's bill and make payment to ESI.

e) EPF Act:-

- i. The Contractor has to comply with all provision contained in EPF & MS ACT, 1952.
- ii. Rate quoted in BoQ (Price Bid) shall not include EPF component. The claim for EPF component shall be admitted as per actual on submission of documentary proof of payment made to EPF Authorities along with full details of manpower deployed and calculation of contribution.

15. REMEDY OF CONTRACTOR'S FAILURE TO INSURE: - If the contractor shall fail of effect and keep in force the insurance referred to in clauses 11, 13(a), (b), 14(a) & (c) above hereof or any other insurance which he may be required to effect under the terms of the contract then, and in any such case the employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer with interest as stated below from any money or moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.[Rate of interest as applicable to be indicated] 3% above the prevailing Bank rate as announced by the Reserve Bank of India from time to time under Section 43 of the Reserve Bank of India Act 1934.

16. COMPLIANCE WITH RULES AND REGULATIONS: - The Contractor shall at all time during currency of contract confirm to and comply with the regulations and by laws of the State of 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 Act, the Indian Electricity Act, and Rules framed under it, workmen compensation act, Provident Fund Regulations Act, Employees Provident Fund Act 1981 and scheme made under the said act Health and Sanitary arrangements for workers 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 etc., referred to in the above pare and in case of any contravention of the provisions of the Act, Rules Regulations etc., the contractor shall keep the Board indemnified against any loss cost and damage in the event of any action being taken for contravention.

17. DISMANTLED MATERIALS: - The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work etc., as Board's property and such materials shall be disposed of to the best advantage of Board according to in instructions in writing issued by the Engineer-in-charge.

18. EXTRAORDINARY TRAFFIC: The contractor shall use every reasonable means to prevent any of the highways or bridges communicating with or on the routes to the site from being damage or injured by any traffic of the contractor or any of his sub-contractors and in particular shall select routes choose and use vehicles, restrict and distribute loads so that any such extraordinary traffic as will inevitably access from the moving of plant and materials from and to the site shall be limited as far as reasonably possible and so that no unnecessary damage or injury may be occasioned to such highway and bridges.

19. CLEARANCE OF SITE ON COMPLETION: - On completion of the work the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and Temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. If not done the cost of clearing etc., will be recovered from any money due to the contractor.

20. BRIBES, COMMISSION AND CORRUPT GIFTS: -

- a) Any bribe, commission, gift or advantage given promised or offered by on behalf of the contractor or his partner, agent, or servant or any one on his behalf in relation to the obtaining or to the execution of this or any other contract with the employer shall in addition to any criminal liability which he may incur subject the contractor to the cancellation of this and all other contracts with employer and also to the payment of any loss or damages resulting from any such cancellation. And 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 & on such evidence or information as he shall think fit and consider sufficient and his decision shall be final and binding on the contractor.
- b) The bidders shall give an undertaking that they have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offense under the PC Act in connection with the bid.
- c) The bidder shall disclose any payments made or proposed to be made to any intermediaries (agent etc.) in connection with the bid.

21. ACCIDENTS REPORTING OF: - The Contractor shall within 24 hours of the occurrence of any accident at or about the site or in connection with the execution of the work report such 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.

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

23. EXTENSION OF TIME: -

- i) The Contractor shall commence the works on site with the period named in the tender after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay expect as may be expressly sanctioned or ordered by the Engineer or be wholly beyond the control of the contractor.
- ii) The contractor shall maintain the rate of progress required as per schedule if the progress of work is held up owing to circumstances, which in the opinion of the Engineer are beyond the control to the contractor such as war stormy, weather and for other reasonable causes in the opinion of the Engineer the Engineer may at his discretion, grant to the work in such extension of time as he considers reasonable for the completion of the work. In such circumstances, the contractor shall apply for extension of time within fifteen days of the hindrance on account of which he desires such extension as aforesaid.
- iii) The execution of the work during the extended period also, shall be only under the conditions and at the rates specified in the contract.

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

24. WORK DURING NIGHT OR ON SUNDAY & HOLIDAYS: - Subject to any provisions to the contrary contained in the contract none of the permanent works shall be carried out during night or on Sundays or on authorized holidays without prior permission in writing of the Engineer in charge. Except when the work is unavoidable of absolutely necessary for the safety of life property or works in which case the contractor shall immediately advise the Engineer in charge accordingly. For Sundays and Holidays works or charges of Departmental staff shall be borne by the contractor.

25. REMEDY ON CONTRACTOR'S FAILURE TO CARRY OUT WORK REQUIRED: If the contractor shall be fail to do any such work as aforesaid required by the Engineer the Employer's shall be entitled to carry out such work by his own workmen or by other contractor and if such work is a work which the contractor should have carried out at the contractor's own shall be entitled to recover from the contractor the cost thereon may deduct the same from any money due or that may become due to the contractor.

26. a) EXECUTION OF WORKS OF REPAIR ETC: To the intent that the works shall at or as soon as practicable after the expiration of the period of maintenance to delivered up to the Employer in as good and perfect a condition (fair, wear & tear excepted) to the satisfaction of the Engineer as that in which they were at the commencement of the period of maintenance the contractor shall execute all such work of repair, amendment reconstruction rectification

and making good of defects, imperfections, shrinkages or other faults as may be required of the contractor in writing by the Engineer during the period or maintenance of within fourteen days after its expiration as a result of an inspection made by or on behalf of the Engineer prior to its expiration.

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

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

27. DEFECTS LIABILITY PERIOD: The contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Engineer –in – Charge, any defect which may development or may be noticed before the expiry of the period i.e. twelve months from the certified date of completion and intimation of which has been sent to the contractor within seven days of the expiry of the said period by a letter sent by a hand delivery or by registered post.

28. SPECIMEN FORM OF BANK GUARANTEE BOND FOR PERFORMANCE SECURITY

1.	In consideration of the Chairman representing the Board Members of V.O.Chidambaranar $$
	Port (hereinafter called "the Port") having agreed to exempt
	(hereinafter called "the said $Contractor(s)$ " from the demand, under the terms and
	conditions of Contract awarded in Nodatedmade
	betweenand for
	(hereinafter called "the said Agreement") of Performance Security for
	the due fulfillment by the said Contractor (s) of the terms and conditions contained in the
	said Agreement, on production of Bank Guarantee for Rs(Rupees(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 and 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 breach by the said Contractor(s) failure to 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 not withstanding any dispute of
	disputes raised by the Contractor(s) in any suit or proceeding before any court or 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 there under 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 Engineering Department, V.O.Chidambaranar Port Authority certifies that the
	terms and conditions of the said Agreement have been fully and properly carried out by
	the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim
	under this guarantee is made on us in writing within on or before the ** 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 the contractors renew or extend
	this guarantee for such further period or period as the Port may require.

7.	We,* further agree with the Port, that the Port shall have the fullest
	liberty without our consent and without affecting in any manner our obligations here
	under 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)
	and to forbear or enforce any of the terms and conditions relating to the said Agreement
	and we shall not be relieved from our liability by reason of any such variation or extension
	being granted to 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).

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

10. This guarantee is valid upto (period)

for*

* Indicate here the Name of the Bank

* * * *

^{**} Indicate here the period or

29. SPECIAL CONDITION

1. Electricity:

- a) Electric power supply will be made available for tapping for general lighting and other purposes under this contract, from the nearest existing departmental point of supply.
- b) The contractor is to make his own arrangement at his cost to install tested meters at the respective points of supply at the harbor area and to draw lines put up fittings required and take electrical energy for lighting and power required for use.
- c) The entire electrical installation shall conform to Indian Electricity Tubes and as per general layout approved by the Chief Engineer, But the contractor shall responsible for the details.
- d) No claim will be entertained by the Port for stoppage of failure of electric supply.
- e) Current consumption charges for all energy consumed by the contractor including meter rent, if any will be recovered at usual rates charged by the suppliers (licensee) for the appropriate load from time to time.

2. Water Supply:

Water required for the execution of work and for drinking purposes may be supplied to the contractor(s) subject to the availability and at the discretion of the Engineer in-charge of the work from the nearest existing departmental point of supply and cost will be recovered from contractors at Rs.70.00 (Rupees Seventy only) per thousand litres of water supplied. The contractor(s) shall make his / their own arrangements to draw water required for the work including cost of all materials and conveyance to the site of work, and nothing extra will be paid for the same. The contractor(s) should fix the water meter at his/their cost at places required for him /them. Water shall be drawn through the meter only in the event of contractor(s) failure to fix water meter or if the meter goes out of order, water charges shall be recovered at 1 % of the value of the work carried out during such period. The water charges is subject to revision from time to time. The contractor shall arrange for taking water from the water tank. Conveyance of water from water tank to work site has to be arranged by the contractor at his own cost. It should clearly understood that the payment does not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his /their own cost, in the event of an temporary breakdown in the departmental water mains and whenever the department is unable to supply water due to scarcity so that progress on his /their work is not held up for want of water, no claim of damage or refund of water charge will entertained on account of such breakdown, non supply etc. and any delay in completing the work for want of water will not be considered as hindrance to the work.

30. TENDER CONDITIONS FOR DEMOLITION OF BUILDINGS

1. Eligibility / Qualification

- Contractors must be registered with VOCPA or any other organization for civil demolition work.
- Possession of valid licenses, statutory clearances, and safety certifications.
- Proven experience in demolition of buildings of similar size or complexity.
- Financial capacity to execute the work and deposit the H1 amount.

2. Scope of Work

- Complete demolition of specified buildings (including walls, floors, roofs).
- Removal and disposal of debris in compliance with environmental regulations.
- Site clearance, ensuring the site is safe and free of hazards post-demolition.
- Contractors may retain/sell reusable scrap material; the tender will be awarded based on the highest bid (H1).

3. Execution Schedule

- Work to commence within 15 days from the date of work order.
- Completion must be within 90 days.
- Contractor shall submit a detailed work schedule and adhere to it strictly.

4. Safety and Compliance

- Contractors must follow all safety norms, including PPE for workers and barricading work areas.
- Comply with environmental regulations and statutory requirements, including dust and noise control.
- No hazard to surrounding structures, port operations, or personnel should occur.

5. Payment / Revenue Terms

• For H1 tenders, the successful contractor must deposit the agreed H1 amount with VOCPA before work begins.

Port Account Details:

A	Name and address of the bank	Indian Overseas Bank,
		Harbour Branch,
		Tuticorin-628004.
В	Name of the Branch	Harbour Branch
С	IFSC Code	IOBA0000143
D	Account number	014301000000001
E	Type of Account	Savings Account
F	Beneficiary's Name	V.O.Chidambaranar Port Authority

• Payment / security adjustments as per VOCPA rules.

6. Earnest Money Deposit (EMD)

- To be submitted as per VOCPA rules through CPP Portal online payment.
- Failure to submit EMD will render the tender invalid.

7. Materials

- Contractor may retain or sell scrap materials from demolition.
- Disposal of unusable materials must comply with statutory rules.

8. Inspection / Verification

- VOCPA reserves the right to inspect site and progress at any stage.
- Engineer-in-Charge will certify work completion before final acceptance.

9. Tender Evaluation

- Tender will be finalized on H1 (highest bid) basis.
- VOCPA is not bound to accept the highest bid and may reject any tender without assigning a reason.

10. Miscellaneous Conditions

- VOCPA reserves the right to accept or reject any or all tenders.
- Contractor shall indemnify VOCPA against accidents, damages, or legal claims arising from the demolition work.

31. AMENDMENT

1. Goods and Services Tax (As per Circular No:03/2017-2018):

- 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) and 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 Government 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 the 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) Similarly the claim of GST at a later stage i.e. in the next Financial Year shall not be admitted by Port as time limit has been fixed for availing tax credit.
- e) 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 GSTN portal.

2. Acceptance of Bank Guarantee (As per Circular No:15/2019-20)

As per the CVC Guidelines issued vide Circular No:04/03/2016 regarding the acceptance of Bank Guarantee, all the Bank Guarantee genuineness confirmation will be done by IT enable confirmation system which is swift and secured in addition to the existing paper based confirmation system.

In order to comply with the Government of India instructions, as well as CVC Guidelines hereafter for verifying genuineness of Bank Guarantees from the issuing bank through SFMS for inland BGs and Swift Mode for outside India Bank Guarantees issued, the concerned departments will get confirmation from Port Service Bank about veracity of the Bank Guarantee. The procedure for the same is elaborated as under:-

- All the concerned department have to inform to BG applicant (vendors/users/BG providers, etc.,) to furnish the Port's full Bank details, Bank Account Number, IFSC code with Address, Branch Code to the issuer of Bank Guarantee Via SFMS, while the bidders seek BG from any Bank.
- 2. In turn the Issuer Bank will transmit the Bank Guarantee via SFMS to the beneficiary Bank of the Port Digitally.
- 3. After successful creation of Bank Guarantee, the concerned Departments in turn shall take up the matter with beneficiary bank for further authenticity of BG mandatory, enabling port to get confirm the BG through Digital Mode by the beneficiary bank (that is port bank account).
- 4. Any BG received by the Port/submitted by the bidder without complying to the above such BG will be considered as not valid and shall not be considered for bid evaluation.
- 5. In turn Beneficiary Bank, (service bank) will confirm the veracity of the same to the respective department of the port.

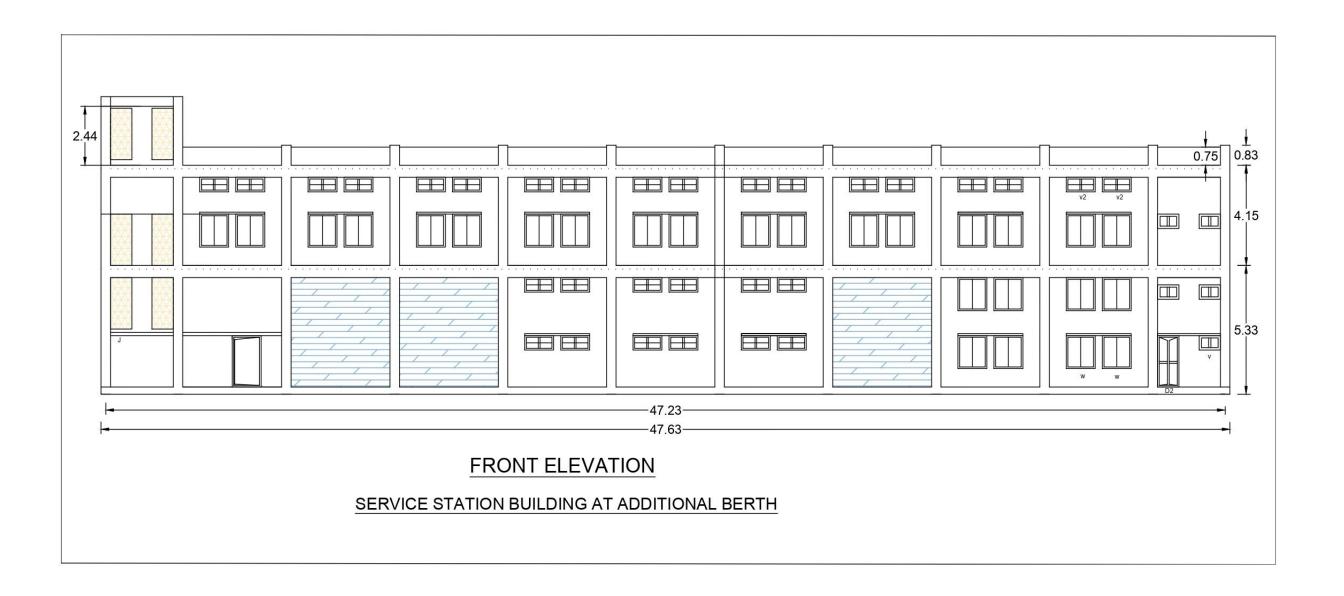
"Bank Guarantee, obtained from the Nationalized/Scheduled bank in the format prescribed by the Port, shall be in compliance with for a digital confirmation for the Bank Guarantee".

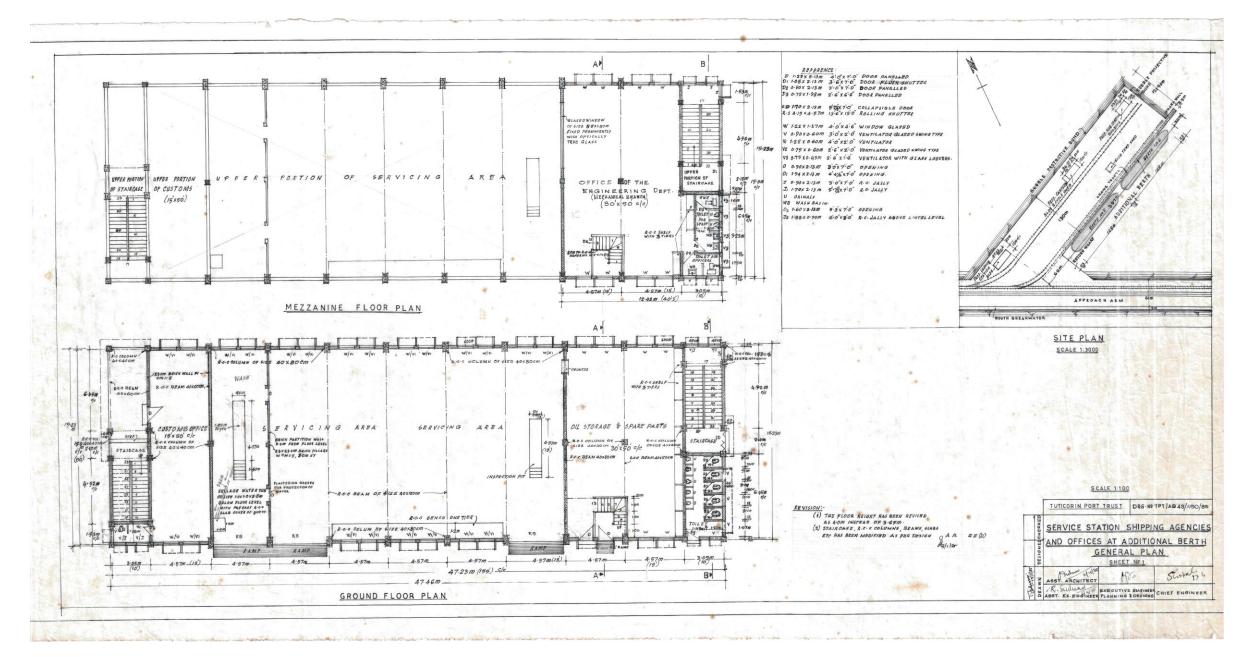
32. ANNEXURE-I

NOTICE INVITING e-TENDER FOR THE WORK "Demolishing the existing Warehouse office Building, One Warehouse outside Green Gate and a Service Station Building inside Green Gate at VOC Port"

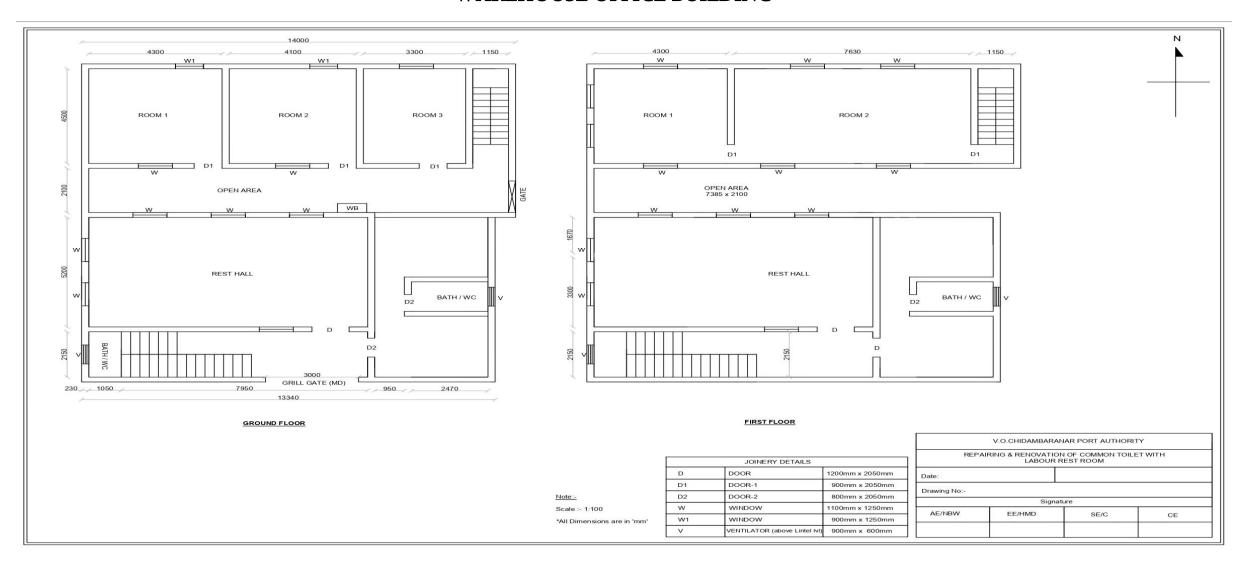
TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)

To	
	The Chief Engineer,
	V.O.Chidambaranar Port Authority,
	Tuticorin – 4.
Sir,	Tutteoini I.
311,	Subject: Acceptance of Terms & Conditions of Tender for " <u>Demolishing the existing</u> Warehouse office Building, One Warehouse outside Green Gate and a Service Station Building inside Green Gate at VOC Port" –Reg.
	Tender Reference No:14CE/HMD/2025-26/D.3213 Dated:15.10.2025.
Tende	We have downloaded / obtained the tender document(s) for the above-mentioned r/Work from the web site(s) namely:as per your isement, given in the above-mentioned website(s).
docun schedu	We hereby certify that I / we have read the entire terms and conditions of the tender tents from Page No to (including all documents like annexure(s), tale(s), etc.,), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.
	corrigendum(s) issued from time to time by V.O.Chidambaranar Port Authority for the subject work has also been taken into consideration, while submitting this acceptance
	We hereby unconditionally accept the tender conditions of above-mentioned tender tent(s) / corrigendum(s) in its totality / entirety.
	We do hereby declare that our firm has not been blacklisted/ debarred by any Govt. ment/Public sector undertaking.
that V.O.C summ	We certify that all information furnished by me/ us is true & correct and in the event the information is found to be incorrect/untrue or found violated, then hidambaranar Port Authority shall without giving any notice or reason therefore, arily reject the bid or terminate the contract, without prejudice to any other rights or y including the forfeiture of the full earnest money deposit absolutely.
	Yours Faithfully,
	(Signature of the Bidder, with Official Seal)





WAREHOUSE OFFICE BUILDING



WAREHOUSE NO: 12

