



# V.O.CHIDAMBARANAR PORT TRUST

(MEE DEPARTMENT)

[E-TENDERING](#)

**TENDER DOCUMENT FOR**

Dismantling, reconditioning of CCTV high mast in Zone A and installation and commissioning of high mast at Zone B for illumination -reg.

**Tender No. VOCPT/MEE/1936/2021-22-01**

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**TENDERS WILL BE DOWNLOADED ONLINE FROM 04.02.2022 to 24.02.2022 (UP TO 16:00 HOURS) & COMPLETED TENDERS ARE TO BE SUBMITTED ONLINE ON OR BEFORE 16:00 HOURS ON 24.02.2022 AND TECHNICAL BIDS WILL BE OPENED AT 16:30 HOURS on 25.02.2022.**

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**THE CHIEF MECHANICAL ENGINEER  
MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT,  
V.O.CHIDAMBARANAR PORT TRUST,  
TUTICORIN - 628004  
PHONE: 0461-2352270  
FAX: 0461 - 2354274  
EMAIL: cme@vocport.gov.in**



## V.O.CHIDAMBARANAR PORT TRUST

### MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT

**Sub:** "Dismantling, reconditioning of CCTV high mast in Zone A and installation and commissioning of high mast at Zone B for illumination".

**To**

The interested experienced and reputed Bidders;

**Dear Sir,**

V.O. Chidambaranar Port Trust (VOCPT), Tuticorin is one of the 13 major ports in India. VOCPT is planning to "Dismantling, reconditioning of CCTV high mast in Zone A and installation and commissioning of high mast at Zone B for illumination" and hence this e-tender is invited. Your best technical responsive, competitive offer is requested for the subject work as briefed below:

1	Name of Work	Dismantling, reconditioning of CCTV high mast in Zone A and installation and commissioning of high mast at Zone B for illumination
2	Tender No	VOCPT/MEE/1936/2021-22-01
3	Date of floating Tender	04.02.2022
4	Last Date & time of Submission of Bid	24.02.2022 at 16:00 hours
5	Earnest Money Deposit	<b>Rs.36,000/-</b> (Rupees Thirty Six Thousand Only) The bidder other than an MSE Unit should pay the EMD through online payment gateway mode in CPP E-tendering Portal. Otherwise his/her/their tender will be rejected. EMD in the form of cash/Demand Draft or any other form shall not be accepted. The MSEs are required to furnish relevant valid Certificate for claiming exemption. This valid certificate shall be uploaded in the Bid, failing which the Technical Bid shall not be evaluated.
6	Tender Inviting Authority	Chief Mechanical Engineer/VOCPT

The Bidder shall submit his response through Bid submission to the tender on Central Public Procurement Portal (eProcurement) at <https://etenders.gov.in/eprocure/app> by following the procedure. The Bidders shall submit their eligibility details, Technical Bid, Financial Bid, etc., in



the online standard formats displayed on the CPP portal. The Bidders shall upload the scanned copies of all the relevant certificates, documents, etc., in support of their eligibility criteria / Technical Bid / and other certificate /documents in the CPP portal. Non-submission of Technical bid along with relevant documents shall lead to rejection of the tender.

**Contact person:**

The Chief Mechanical Engineer  
Mechanical & Electrical Engineering Department,  
V.O.Chidambaranar Port Trust,  
Tele: 0461-2352270  
Fax : 0461 – 2354274  
Email: [cme@vocport.gov.in](mailto:cme@vocport.gov.in)

The Deputy Chief Mechanical Engineer  
Mechanical & Electrical Engineering Department,  
V.O.Chidambaranar Port Trust,  
Tele: 0461-2352270  
Mob:9556050300  
Email: [niharranjanbhoi@vocport.gov.in](mailto:niharranjanbhoi@vocport.gov.in)

The Superintending Engineer (M&E),  
Mechanical & Electrical Engineering Department,  
V.O.Chidambaranar Port Trust,  
Tele: 0461-2372266  
Mob: 9443529093  
Email: [selvaraj.b@vocport.gov.in](mailto:selvaraj.b@vocport.gov.in)

The Executive Engineer (Electrical),  
Mechanical & Electrical Engineering Department,  
V.O.Chidambaranar Port Trust,  
Tele: 0461- 2372205  
Mob: 9524447636  
Email: [padmanabhan.r@vocport.gov.in](mailto:padmanabhan.r@vocport.gov.in)

Thanking you

Yours Sincerely,

**Chief Mechanical Engineer**  
**V.O. Chidambaranar Port Trust**



## **DISCLAIMER**

1. The Tender Bid document is not transferable.
2. This Bid document is issued by V.O.Chidambaranar Port Trust (VOCPT).
3. The Bid document is not a prospectus or offer on the invitation to the public in relation to the sale of shares, debentures, or securities, nor shall this bid document or any part of it form the basis of or be relied upon in any way in connection with, any contract relating to any shares, debentures or securities.
4. Whilst the information in this Bid document has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither VOCPT nor any of their officers or employees, nor any of their advisers, accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed work, or makes any representation or warranty, express or implied, with respect to the information contained in this document or on which this document is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability, therefore, is hereby expressly disclaimed.
5. The information contained in this document is selective and is subject to updating, expansion, revision, and amendment issued before the due date. It does not, and does not purport to, contain all the information that a recipient may require. Neither VOCPT nor any of its officers, employees, nor any of its advisers undertakes to provide any recipient with access to any additional information or to update the information in this document or to correct any inaccuracies therein which may become apparent. Each recipient must conduct its own analysis of the information contained in this document or to correct any inaccuracies therein that may be contained in this document and is advised to carry out its own investigation into the proposed work, the legislative and regulatory regime which applies thereto and by and all matters pertaining to the proposed work and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed work.
6. This bid document, if includes certain statements, estimates, projections, designs, targets and forecasts with respect to the work, such statements, estimates, projections, targets and forecasts, designs reflect various assumptions made by the management, officers and



employees of VOCPT, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based, and nothing in this document is or should be relied on as a promise, representation, or warranty.



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## ABBREVIATIONS

AISI	American Iron and Steel Institute
BIS	Bureau of Indian Standards
BOQ	Bill of Quantities
CCTV	Closed Circuit Television
EMD	Earnest Money Deposit
EPF	Employees Provident Fund
EPR	Ethylene Propylene Rubber
ESI	Employee State Insurance
FGL	Formation ground level
GCC	General Conditions of Contract
GSTIN	Goods and Service Tax Identification Number
IFSC	Indian Financial System code
IS	Indian Standard
ITB	Instructions to Bidders
LD	Liquidated Damages
LOI	Letter of Intent
MSDS	Material Safety Data Sheet
MSE	Micro/Small Enterprises
MSME	Micro, small & Medium Enterprises
NIT	Notice Inviting Tender
PAN	Permanent Account Number
PCP	Polychloroprene
SOR	Schedule of Rates
SS	Stainless steel
TDS	Tax Deducted at Source
VOCPT	V.O. Chidambaranar Port Trust



**SECTION I**  
**NOTICE INVITING TENDER (NIT)**

1. V.O. Chidambaranar Port Trust invites online tenders (Two Cover System) from eligible bidders for the work Dismantling, reconditioning of CCTV high mast in Zone A and installation and commissioning of high mast at Zone B for illumination .
2. A complete set of bidding documents may be downloaded by any interested bidders may from obtain further information e-Tender Portal.
3. Salient features of the bid :

Tender No. & Date	VOCPT/MEE/1936/2021-22-01
Tender Type	Open online tender
Tender Inviting Authority	Chief Mechanical Engineer, VOCPT
Address	V.O. Chidambaranar Port Trust, Harbour Estate, Tuticorin – 628 004, Tamil Nadu
Contact Details	Tel. off: 0461-2352270, Fax: 0461-2354274
Brief Work Description	Scope of work of the bidder shall include removing, dismantling high masts installed in Port Zone A, carryout necessary reconditioning, fabrication work in high masts for holding luminaires, and transport to Zone B and install the high mast with necessary foundation, trailing cable and SS hoisting rope and handing over the high mast in working condition.
Location of the work	Zone A and Zone B of VOCPT
Estimated Amount of Work	Rs.17,79,750/- plus GST
EMD	<b>Rs.36,000/-</b> (Rupees Thirty Six Thousand Only) The bidder other than an MSE Unit should pay the EMD through online payment gateway mode in CPP E-tendering Portal. Otherwise his/her/their tender will be rejected. EMD in the form of cash/Demand Draft or any other form shall not be accepted. The MSEs are required to furnish relevant valid





	Certificate for claiming exemption. This valid certificate shall be uploaded in the Bid, failing which the Technical Bid shall not be evaluated.
Period of Contract	Two Months
Form of Contract	Lump-Sum
Downloading of Tender document start date	04.02.2022
Downloading of tender document end day	24.02.2022 upto 16:00 hours
Bid Submission end date	24.02.2022 at 16:00 hours
Bid opening date	25.02.2022 at 16:30 hours
Bid Validity period	120 days from the date of Technical Bid Opening
Currency of Contract	INR
Language of Contract	English

4. Bidders with the following eligibility / pre-qualification criteria only may participate in the tender:

**4.1. Similar Work Experience:**

Experience of having successfully completed similar works during last 7 years ending 31.01.2022 should be either of the following: -

1. Three similar completed works cost not less than the amount equal to 40% of the estimated cost.  
or
2. Two similar completed works cost not less than the amount equal to 50% of the estimated cost.  
or
3. One similar completed work costing not less than the amount equal to 80% of the estimated cost.

**“Similar work” shall mean:**

“Supply, installation and commissioning of high mast /street light/lattice tower/ towers for HT line / towers for telecommunication

(or)

Erection of high mast /street light/ lattice tower/ towers for HT line / tower for telecommunication ”



The bidder to upload documentary evidence by way of scanned copies of work order(s) & completion certificates and other relevant documents in support of similar work experience eligibility claims. The work has to be executed as a direct Contractor in the bidder's name. The bidder shall submit the customers' details along with contact persons of the respective works for ascertaining the performance of those works by VOCPT directly if required, shall also be furnished.

In case of work experience issued by Private Organizations, the bidder has to submit the TDS certificate in addition to the work experience certificate, failing which it shall not be considered.

#### **4.2 Financial Turnover:**

Average Annual financial turnover during the last 3 (three) financial years, ending 31.03.2021 of the previous financial year, should be at least Rs.5,33,925/-

The bidder shall upload scanned copied of Audited Financial Statements with profit & loss statement for the last 3 (three) financial years.

**4.3** Bidder should furnish scanned copy of Income Tax (IT) Permanent Account Number (PAN), EPF registration certificate, ESI registration certificate, Income Tax Return of preceding three years, GSTIN registration certificate and Certificate of incorporation.

5. Other details can be seen in the bidding documents. The Bidders are advised to read the whole document carefully and submit their tender/bid strictly, meeting the requirements spelled out in the bid document.
6. The authority will not be held responsible for any technical snag or network failure during online bidding.
7. The authority reserves the right to cancel any or all bids without assigning any reason.



## SECTION II

### **INSTRUCTION TO BIDDERS**

#### **1. TENDER NOTICE:**

- 1.1. Electronic Tenders (Online) are invited in the “**TWO COVER**” system on behalf of **V.O.CHIDAMBARANAR PORT TRUST (VOCPT)** from interested, reputed and experienced eligible bidders for the work as mentioned in the Notice Inviting Tender (NIT). The bidder must fulfill the eligibility criteria and other requirements stipulated in the tender document.
- 1.2. Tender Document having all details are available at the URL of the e-Tender Portal <https://etenders.gov.in/eprocure/app>. The completed bid documents are required to be submitted only through online (e-mode) offered on the website <https://etenders.gov.in/eprocure/app>. Tenders in any other manner will be rejected, and no correspondence on such matter will be entertained.

#### **2. PARTICIPATING IN THE TENDER IN THE E-PROCUREMENT PORTAL:**

- 2.1. The interested bidders are needed to register on the website <https://etenders.gov.in/eprocure/app>. (If not already registered). The bidder shall visit the home page of the e-tender portal for getting information to be followed for bidding in the e-tender portal.
- 2.2. Any prospective bidder can view or download the bid documents from the website <https://etenders.gov.in/eprocure/app> during the period as indicated in NIT / Bid Data Sheet.
- 2.3. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-Procurement process, the Tender Inviting Authority shall not accept any responsibility for such failures or breakdowns other than in those systems strictly within their own control.

#### **3. ELIGIBLE BIDDERS:**

- 3.1. This Invitation for Bids, issued by the VOCPT, is open to all the Bidders meeting the eligibility criteria stipulated in the Tender.

#### **4. COST OF BIDDING:**

The Bidder shall bear all costs associated with site visit(s), conference(s), preparation and submission of his Bid and VOCPT will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.



## 5. **LOCAL CONDITIONS:**

It will be imperative for each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. VOCPT will not entertain any request for clarifications from the Bidders regarding such local conditions.

It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid. No claim for financial adjustment to the contract awarded under these specifications and documents will be entertained by the VOCPT. Neither any change in the time schedule of the contract nor any financial adjustment arising thereof which are based on the lack of such clear information, its effect on the cost of the works to the Bidder shall be permitted by the VOCPT.

## 6. **SITE VISIT:**

6.1. The Bidders are strongly advised to carry out the site visit to VOC PORT for the proposed work and to assess the site condition and its surroundings and satisfy themselves prior to submission of their bid.

6.2. In general, they shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charges arising out of any misunderstanding or otherwise shall be allowed. Bidders shall submit a realistic offer for the execution of the work at their own cost without any liability on VOCPT.

6.3. Submission of a bid by a bidder implies that he has read the Tender document and has made himself aware of the terms & conditions and scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of work.

## 7. **CONTENTS OF TENDER DOCUMENTS:**

7.1. The Tender documents consist of

<b>SECTION</b>	<b>DESCRIPTION</b>
<b>I</b>	Notice Inviting Tenders
<b>II</b>	Instructions to Bidders (ITB)
<b>III</b>	General Conditions of Contract (GCC)



<b>IV</b>	Scope of Work
<b>V</b>	Technical Specifications
<b>VI</b>	Special Condition of Contract
<b>VII</b>	Safety Norms & EMS Requirements
<b>VIII</b>	List of Annexure & Attachments
<b>IX</b>	Schedule of Price Offer

Annexure	Particulars of Attachments
1	Letter of Application
2	General Information
3	Financial Status
4	Experience
5	Specimen Form of BG Bond (For Performance Security)
6	Form of Agreement
7	E-Payment Form
8	Tender Acceptance Letter
9	Local content Declaration & Self Certification as per the Government of India Order towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020)
Attachment	
1	Proforma for Exceptions & Deviations.

**7.2.** The bidder is required to download all the documents for the preparation of his bid. Any other documents if any pertaining to the works available with “Tender Inviting Authority,” will be provided for inspection by Tender Inviting Authority. The bidders are strongly advised to examine all the instructions, forms, terms and specifications in the Tender documents. Failure to furnish all the information required by the Tender Document or submission of a Bid not techno-commercially responsive, in every respect, will be at the Bidder’s risk and shall result in the rejection of its Bid.

**8. UNDERSTANDING AND CLARIFICATION ON BIDDING DOCUMENTS:**

The Bidder is required to carefully examine the specifications and documents and fully inform himself as to all the conditions of Tender which may in any way affect the works or the cost thereof. If any Bidder finds discrepancies or omissions in the specifications



and documents or is in doubt as to the true meaning of any part, he shall at once request in writing/email / through e-tender portal VOCPT. Reply to clarifications shall be sent by VOCPT and uploaded in the e-tendering portal only if the clarifications requested for are considered appropriate by VOCPT. The clarifications given by VOCPT will be visible to all the bidders intending to participate in the tender. Verbal clarifications and information given by the VOCPT or his employee(s) or his representative (s) shall not in any way be binding on the VOCPT.

**9. AMENDMENT TO BID DOCUMENTS:**

- 9.1.** At any time prior to the due date & time for submission of bids, VOCPT may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents, bidding process, terms & conditions, specifications, etc. by issuing Corrigendum and/or Addendum.
- 9.2.** Any Corrigendum and/or Addendum thus issued shall be part of bidding documents and shall be notified only on the website <https://etenders.gov.in/eprocure/app>. Bidders intending to participate in the tender shall be solely responsible for checking the portal for any amendment issued in the shape of Corrigendum and/or Addendum.
- 9.3.** In order to afford prospective bidders reasonable time to take the amendment into account in preparing their bids, VOCPT may, at its discretion, extend the deadline for the submission of bids.

**PREPARATION OF BID**

**10. LANGUAGE OF BID:**

The bid prepared by the Bidder and all correspondences and documents relating to the bid exchanged by the Bidder and VOCPT shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as it is accompanied by an English translation of its pertinent passages in which case for the purpose of interpretation of the Bid, the English translation shall be considered. The English translation shall have to be certified to be the true copy by the bidder or the person who has translated the same.

**11. BID PRICES:**

- 11.1.** The Bidder(s) shall quote on the prescribed Price Schedule the landed prices (FOR Destination basis) of all the goods and services at VOCPT.



- 11.2.** The quoted price shall be a firm lump sum price for the entire scope of “*Dismantling, reconditioning of CCTV high mast in Zone A and installation and commissioning of high mast at Zone B for illumination*”. The above lump sum price shall be as on the opening of the bid and shall include all the taxes (except GST), duties, fees, all types of Cess, insurance, transportation, packing, forwarding, and all other incidentals required for execution and completion of the contract in all respect.
- 11.3.** Also, by submitting a bid for the work, bidders shall be deemed to have satisfied himself by actual inspection of the site and locality of the work, that rates quoted by him in the Tender will be adequate to complete such work according to the specification and conditions attached hereto and he has taken into account all conditions and difficulties that may be encountered during its progress and to have quoted labour and material rates which shall include the cost of the material with taxes, duties and incidental charges as indicated in Clause No.11.2 and all other charges necessary for the completion of the work, to the entire satisfaction of VOCPT.
- 11.4.** The bidder shall also quote their prices for carrying out the subject work and as per the Price Schedule. The contractor shall ensure that the prices are rational, reasonable.
- 11.5.** No price escalation shall be admissible for this contract on any account till the contract is executed in full and its subsequent amendments accepted by the Contractor even though the completion/execution of the order may take a longer time than the scheduled period incorporated and accepted in the contract.
- 12. BID VALIDITY:**
- 12.1.** The bids shall be valid for a period of 120 days from the date of opening of Techno-Commercial Bid (Cover-I). A Bid validity for a shorter period shall be rejected as non-responsive.
- 12.2.** During this period, the bidder shall not be permitted to withdraw or vary their offers, once made and if they do so, earnest money deposit EMD paid by the bidder will be forfeited.
- 12.3.** In exceptional circumstances, prior to the expiry of the original time limit, the “Tender inviting Authority” may request the bidders to extend the period of validity for a specified additional period. The request and the bidders’ responses shall be made in writing or by e-mail. A bidder may refuse the request without any risk of invocation of the provisions stipulated in above clause(12.2).



12.4. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid for the period of the extension.

13. **BID CURRENCIES:**

The prices shall be quoted in the currency of Indian Rupees only. The price quoted in the currency of Indian rupees in the Bill of Quantity shall be firm and shall not be varied on account of exchange rate fluctuation during the bid validity/contract period.

14. **BID SECURITY/ EARNEST MONEY DEPOSIT (EMD):**

14.1 The cost of EMD is Rs.36,000/- (Rupees Thirty Six Thousand Only). The bidder other than an MSE Unit should pay the EMD through online payment gateway mode in CPP E-tendering Portal.

Otherwise his/her/their tender will be rejected. The bidders may follow the instructions and guidelines in Bidders Manual Kit - Open Source Software Link available in <https://etenders.gov.in/e procure/app?page=BiddersManualKit &service=page> for making Online Payment Procedure (Bidder Manual for Online Payment in eProcurement Portal (Tender Fee, EMD & others)).

14.2 EMD exception for MSME certificate holder and the same should be uploaded in the CPP Portal. The MSEs are required to furnish relevant valid Certificate for claiming exemption. This valid certificate shall be uploaded in the Bid of the tender, failing which the Technical Bid shall not be evaluated. In the case of MSEs, they shall submit relevant valid Certificates.

14.3 The bid securities of unsuccessful bidders will be returned at the earliest through an e-payment system after expiry of the final bid validity period and latest by 30<sup>th</sup> day after the award of contract.

14.4 The EMD will be forfeited, if the bidder

1. Withdraws or amend its/his bid;
2. Impairs or derogates from the tender in any respect within the period of validity of tender.
3. If the bidder submits fraudulent documents and /or wrong information in support of its eligibility /qualification.
4. If the bidder does not accept the correction of his bid price during evaluation;  
and
5. If the bidder fails to sign the contract or furnish the required performance





security within the specified period.

- 14.5** No interest shall accrue or is payable on the EMD from the date of its remittance till it is returned to the bidders.
- 14.6** Bid security shall be refunded to the successful bidder on receipt of a performance security and signing of the contract. Bid security of the successful bidder may be adjusted against security deposit if requested by the successful bidder.
- 14.7** If successful bidder on award of contract fails to sign the contract or to submit a performance security within the specified period, they will be suspended for a period of three years from being eligible to submit bids for contracts with VOCPT.
- 14.8** The MSEs are exempted from payment of Bid Security subject to furnishing of relevant valid certificate for claiming exemption by uploading the said valid certificate copy at the time of submission of their bid along with the details . MSEs who are registered with District Industries center (DICs)/Khadi & Village Industries Commission (KVIC/Khadi & Village Industries Board (KVIB)/Coir Board/NSIC/Directorate of handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) are eligible for availing benefits under the public procurement policy. MSE bidders claiming exemptions from EMD as per MSME guidelines must also register Udyam Registration Certificate indicating URN (Udyam Registration Number ) issued by MSM, in order to avail benefits available to MSEs as contained in Public Procurement Policy. The above benefits will be extended irrespective of the product category for which the bidder is registered.

## **15. DOCUMENTS COMPRISING THE BID:**

- 15.1.** The bidder shall carefully prepare the list of required documents that are asked for submission along with the bid. The bid shall be a Technical bid or Techno-Commercial bid and Financial bid. The bid shall be prepared as under and uploaded the same through E-Procurement Portal online in two cover system and digitally signed by the authorized representative of the bidder as follows:

### **Cover A – Techno-Commercial Bid: -**

#### **Bid Security**

- l) Scanned copy of online receipt generated against EMD online submission or Valid Certificates by MSEs for claiming exemption.



## Pre-qualification Documents

- II) Scanned copy of Particulars with regard to experience (work order with detailed BOQ and satisfactory completion/ performance certificate with value of work done) as detailed NIT and Scanned copy of Annexure - 4 signed and duly filled (Experience). In case of bidders submitting satisfactory completion/ performance certificate for work carried out in Non-Government organizations/ Private organizations, they have to upload a Scanned Copy of the TDS Certificate. In case the bidders submit satisfactory completion/ performance certificate for sub-contract work done by them, bidders have to upload a work completion certificate obtained from the principal employer.
- III) Scanned copy of Audited Financial Statements with profit & loss statements for the three years ending 2018-19, 2019-20 and 2020-21 and Scanned copy of Annexure - 3 signed and duly filled in (Financial Status).
- IV) Scanned copy of Income-tax permanent account number card
- V) Scanned copy of GST, ESI & EPF registration
- VI) Scanned copy of Annexure - 1 signed and duly filled (Letter of Application)
- VII) Scanned copy of Annexure - 2 signed and duly filled (General Information)
- VIII) Scanned copy of Annexure - 7 signed and duly filled (E-payment Form)
- IX) Scanned copy of Annexure - 8 signed and duly filled (Tender acceptance letter)
- X) If applicable upload scanned copy of Annexure 9 or upload a letter mentioning "Not Applicable"
- XI) Scanned copy of Attachment 1 - Proforma for Exceptions & Deviations

**NB:** Please note that the bidder needs not send any documents (Hard Copy) to the Tender Inviting Authority before the opening of tender. The bidders should upload only the documents that are asked in the preceding clauses. Please note that it is not necessary for the Bidder to upload the entire Tender document while uploading his/her bid online, and said documents will be deemed to be part of the bid.

**Cover B – “Financial Bid”** shall comprise

- 1.0 Price Schedule

## 15.2. PRICE PROPOSAL BY THE BIDDER:

15.2.1 In the E-Procurement Portal, an intelligent Bill of Quantity in Microsoft Excel format shall be made available to the bidder.



15.2.2 The bidder shall bid for the whole works as described in the Bill of Quantities.

15.2.3 The contractor shall be deemed to have satisfied himself/herself as to the correctness and sufficiency of the Tender and the rates and prices quoted in the Bill of Quantities, all of which shall cover all his/her obligations under the Contract (including those in respect of the supply of goods, materials, plant & services, etc.) and all matters & things necessary for the proper execution and completion of the work and the remedying of any defects therein.

**15.3.** Bidders shall submit offers that fully comply with the requirements of the Tender documents. Conditional offers or alternative offers will not be considered in the process of bid evaluation.

**16. FORMAT AND SIGNING OF BID:**

**16.1.** The bidder shall upload the completed bid at his/her convenience within the final date and time of submission. The bidder shall only submit a single copy of the required documents and Price Bid in the portal. The Bidders are advised to upload the completed Bid document well ahead of bid closure time to avoid any last-moment problem of power failures, network failure, etc. VOCPT shall not be responsible in any manner.

**16.2.** The bidder shall ensure the correctness of the bid prior to uploading and also ensure clarity/legibility of the document uploaded by him/her to the portal, especially the scanned documents. Non-submission of legible documents may render the bid non-responsive. However, VOCPT, if so desires, can ask for legible copies or original copies of scanned documents and statements uploaded in the portal within the specified period for verification provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents within the stipulated date, his bid shall be considered nonresponsive.

**16.3.** The bidder shall digitally sign on all the statements, documents, certificates uploaded by him/her, owning responsibility for their correctness/ authenticity. The bidder must note that misrepresentation of facts and/or submission of fraudulent documents or submission of bid in an irresponsible manner may disqualify the bidder from participating in any tender of VOCPT and also termination of any other ongoing contracts with forfeiture of the Security Deposit. VOCPT reserves the right to verify the authenticity of the documents/information submitted by the bidder.



**17. DEADLINE FOR SUBMISSION OF THE BIDS:**

- 17.1.** The online bidding will remain active till the last date and time of the bid submission. Once the date and time (Server date and time) are over, the bidder will not be able to submit the bid. The date & time of bid submission should remain unaltered even if the specified date for the submission of bids declared a holiday for the VOCPT.
- 17.2.** The Tender Inviting Authority/ VOCPT may extend the deadline for submission of bids by issuing an amendment in accordance with Clause No.9 of this Section, in which case all rights and obligations of the VOCPT and the bidders previously subject to the original deadline will then be subject to the new deadline. The new date after extension shall be available on the website.

**18. LATE BIDS:**

The system shall reject the submission of any bid through the portal after the closure of the receipt time. For all purposes, the server time displayed in the e-procurement portal shall be the time to be followed by the bidder and concerned officers.

**19. CONTACTING VOC PORT TRUST:**

Bidder shall not contact VOC Port Trust on any matter relating to its Bid from the time of the Bid Opening to the time the contract is awarded. Any effort by any Bidder to influence VOC Port Trust in the Bid Evaluation, Bid Comparison, or Contract Award decision shall result in disqualification of the bidder.

**20. MODIFICATION AND WITHDRAWAL OF BIDS:**

- 20.1.** In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system, including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system, and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc. If the bidder fails to submit his/her modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.
- 20.2.** In the E-Procurement Portal, withdrawal of bids is allowed. But in such a case, the bidder has to write a confidential letter with appropriate reasons for his/her withdrawal addressed



to the Tender Inviting Authority and uploads the scanned document to the portal in the respective bid before the closure of submission. The system shall not allow any withdrawal after the expiry of the closure time of the bid.

## **OPENING AND EVALUATION**

### **21. OPENING OF BID:**

- 21.1.** Bid opening dates are specified during the publishing of tender or can be extended vide corrigendum. These dates are available in NIT / Corrigendum as well as the home page of the portal. The bids shall be opened on the specified date and time only. The bidders who participated in the online bidding can witness the opening of the bid from any system logging on to the portal with the DSC away from the opening place. Bidders are not required to be present during the bid opening at the opening location if they so desire.
- 21.2.** If the specified date of bid opening is declared a holiday for VOCPT, the bids shall be opened at the appointed time on the next working day.
- 21.3.** The bids with EMD will be taken up for evaluation as per the information furnished by the Bidders with respect to the eligibility/pre-qualification Information and Techno-commercial & other information sought in this tender. But evaluation of the bid does not exonerate the bidders from checking their original documents. VOCPT reserves the right to verify the authenticity of the documents/information submitted by the bidder.

As per Section-468 (Forgery for the purpose of Cheating) and Section – 471 (using as genuine, a forged document) of IPC-1860, use of fraudulent/forged document for the purpose of participating in any tender is a punishable offense. Hence, in such cases, VOCPT shall have no other option than to take the following actions against the firm, which has restored to use of forged/fraudulent documents in any tender. It is also applicable if, at a later date, the bidder is found to have misled the evaluation through wrong information.

### **At the time of the bidding stage**

21.3.1 Termination of any other ongoing contracts with forfeiture of the Security Deposits.

21.3.2 Blacklisting/debarring /tender holiday of the firm under the Prevention of Corruption Act, 1988 for a period of three years from the date of blacklisting.

### **At the time of contract execution**



21.3.3 Termination of the contract with forfeiture of the Security Deposits.

21.3.4 Termination of any other on-going contracts with forfeiture of the Security Deposits.

21.3.5 Black listing of firm under Prevention of Corruption Act, 1988 for a period of three years from the date of blacklisting.

- 21.4.** The shortlisted bidders after the techno-commercial evaluation will be informed through e-mails and the same will also be published on the Port website & e-tender portal. Any bidders who had participated in the tender having any objections or observations shall inform the same to the designated e-mail id within a period of seven days from the date of publishing on the website. Objections, if any, received after this date will not be entertained.
- 21.5.** The due date of opening of Price Bid Cover II shall be fixed after seven working days of publishing the technical evaluation details.
- 21.6.** Cover II comprising Schedule of Price Section X (Price Schedule) of prequalified bidders only shall be opened and L1 will be decided on lowest total amount excluding GST.
- 21.7.** Conditional bids may be rejected by VOCPT. The technical evaluation shall be made strictly on the basis of the documents submitted by the bidders in support of the eligibility, the technical and commercial response. VOCPT is not bound to accept the lowest quoted offer. Conditions, if any, on any document enclosed with Price Bid shall not be considered for any purpose.

## **22. CLARIFICATION ON BIDS:**

- 22.1 During evaluation and comparison of the bids, the VOCPT may, at his discretion, ask the bidder for clarification on the bid. The request for clarification shall be given in writing by registered/ Speed Post/Registered e-mail/uploaded on the e-procurement Portal, asking the tenderer to respond by a specified date, and also mentioning therein that, if the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered, or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. (Example: if the Permanent Account Number, *registration with GST* has been asked to be submitted and the tenderer



has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a work /supply order without its completion/ performance certificate, the certificate can be asked for and considered. However, no new work supply/work order should be asked for so as to qualify the bidders.

- 22.2 VOCPT reserves the right to conduct joint post-bid discussion after opening the technical bids for clarification on techno-commercial offers and may amend the techno-commercial requirements so as to bring all the bidders onto a common platform. In case of any alteration in the techno-commercial requirements, all the bidders shall be given equal opportunity to submit supplementary price offers for that item in which alterations have been made. The supplementary offer must indicate the amount which shall be added to or subtracted from the original price offered for that item. The supplementary price offer shall be submitted in hand at the time of opening of the bid or by registered post/speed post/courier within the stipulated date and time. Both the original and the supplementary offer shall be evaluated jointly.

### **AWARD OF CONTRACT**

**23. AWARD CRITERIA:**

The Tender Inviting Authority, on behalf of VOC Port Trust, will award the contract to the bidder whose bid has been evaluated to be techno-commercial responsive and the lowest evaluated Bid as per tender conditions.

**24. PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL THE BIDS:**

VOC Port reserves the right to accept or reject any bid and to annul the bidding process at any time prior to award of contract without thereby incurring any liability to the affected Bidder or Bidders on the grounds of VOC Port Trust's action

**25. Letter of Intent:**

Tender Inviting Authority shall upload the Letter of Intent (LOI) in E-Procurement Portal mentioning the amount of Initial/ Performance Security if any additional security required to be furnished and intimate the successful bidder in his e-mail ID. The issue of LOI shall be treated as the closure of the Bid process. However, VOC Port Trust will notify the





Contractor in writing by registered letter or by fax (to be confirmed in writing by registered letter) that its Bid has been accepted (LOI). The communication by fax followed by a registered letter with any additional information/requirement will supersede the email through E-Procurement Portal.

**26. SIGNING OF CONTRACT:**

Within 15 days of issue of LOI, the Contractor shall furnish: i) Required non-judicial stamp paper, ii) Performance Security Deposit (PSD) as per the Tender Conditions. Then the formal work order shall be issued, and the Contract agreement shall be signed.

**27. PERFORMANCE SECURITY:**

- 27.1.** The successful bidder shall deposit an amount equal to 3% of the accepted tender value as Performance Security in the form of irrevocable Bank Guarantee obtained from a Nationalized Bank or a Scheduled Commercial Bank having net-worth of above Rs.100 crores having its branch at Tuticorin and encashable at Tuticorin in the form as per specimen in the **Annexure-5** of the Bid document with the validity throughout the period of contract i.e one year from date of completion, and will be refunded thereafter. The contractor shall furnish the BG towards performance security by the issuing bank directly to the port. This will not bear any interest.
- 27.2.** The successful bidder may also deposit the Performance Security amount through E-payment in lieu of Bank Guarantee to the VOCPT account.
- 27.3.** Performance Security is to be furnished within 15 days from the date of issuance of LOI for successful performance of contract and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the contractor including warranty period. 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. If the performance security is not deposited in time as prescribed above, the LOI shall stand cancelled automatically and the Earnest Money Deposit will be forfeited.
- 27.4.** The contractor shall furnish the BG towards performance security by the issuing bank directly to Port. This will not bear any interest. 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 and the BG not complying with this shall not be considered.





- 27.5.** The contractor shall ensure the performance Security is valid and enforceable until the contractor has executed and completed the works including warranty period and remedied any defects. If required, the contractor shall extend the validity of the performance Security accordingly.
- 27.6.** The employer shall not make a claim under the performance Security, except for amounts to which the Employer is entitled under the contract in the event of:
1. Failure by the contractor to extend the validity of the performance Security as described in the preceding paragraph, in which event the Employer may claim the full amount of the Performance Security,
  2. Failure by the contractor to pay the Employer an amount due, under clause No.37& 39 in SECTION III [DISPUTE RESOLUTION, CONCILIATION AND SETTLEMENT OF DISPUTES], within 42 days after this agreement or determination.
  3. Failure by the contractor to remedy a default within mutually agreed time period after receiving the Employers notice requiring the default to be remedied, or
  4. Circumstances, which entitle the Employer to termination under clause No.32 in SECTION III [TERMINATION OF CONTRACT], irrespective of whether notice of termination has been given.

The performance security shall be refunded to the contractor without interest, after the contractor duly performs and completes all obligations under the contract but not later than the completion of the warranty period.

**28. BANK GUARANTEE (BG):**

The bidder/ Contractor should furnish BG strictly in the prescribed format as per specimen in the **Annexure-5** from any of the scheduled banks.

**29. SECURITY DEPOSIT/RETENTION MONEY:**

In addition to performance security, Security Deposit/retention money for an amount of 5% of contract value shall be recovered by deducting deducted @10% from bill subject to a maximum accumulation of 5% of the contract value until final acceptance. The earnest money instead of being released may form part of the security deposit. The contractor may, at his option, replace the retention amount with an unconditional BG from a bank acceptable to the Procuring Entity at the following stages:

1. After the amount reaches half the value of the limit of retention money; and



2. After the amount reaches the maximum limit of retention money.

One-half of the retention money (or BG, which replaced retention money) shall be released to the contractor without interest on the issue of completion certificate; The other half of the retention money (or BG, which replaced the retention money) shall be released to the contractor without interest, after he duly performs and completes all obligations under the contract but not later than completion of the Warranty Period.

The employer shall not make a claim under the Security Deposit, except for amounts to which the Employer is entitled under the contract in the event of:

- a) Failure by the contractor to pay the Employer an amount due, under clause No.37 & 39 in SECTION III [DISPUTE RESOLUTION, CONCILIATION AND SETTLEMENT OF DISPUTES], within 42 days after this agreement or determination.
- b) Failure by the contractor to remedy a default within mutually agreed time period after receiving the Employers notice requiring the default to be remedied, or
- c) Circumstances, which entitle the Employer to termination under clause No.32 in SECTION III [TERMINATION OF CONTRACT], irrespective of whether notice of termination has been given.

**30. MEMORANDUM OF SETTLEMENT:**

The Contractor shall not sign any memorandum of settlement with any agency such as Trade Unions etc., in any form at any level without the prior approval of VOC Port Trust in relation to any work undertaken by him in the Port premises.

**31. DISCLOSURE BY THE BIDDER:**

The bidder shall disclose any payment made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.

**32. PROVISION OF PUBLIC PROCUREMENT (Preference to Make in India):**

- A. The provisions contained in Public Procurement (Preference to Make in India ) Order 2017 as Amended by OM No.P-45021/2/2017 – PP(BE-II) dated 16.09.2020 further as amended from time to time if any, shall be applicable to this tender.
  - i. The margin of purchase preference applicable is 20% or as decided by the relevant Nodal Ministry for the item from time to time.
  - ii. The minimum local content for Class I and Class II local suppliers shall be 50 % and 20 % respectively or as decided by the relevant Nodal Ministry for the item.



- iii. Procurements where the estimate value is less than Rs.5.00 Lakhs shall be exempted from this order.
- iv. Verification of Local Content :
  - a) For procurement value up to 10.00Crores: The class I local supplier /Class II local supplier at the time of tender, bidding or solicitation shall be obliged to indicate percentage of local content and provide Self Certification (as per the format enclosed) that the item offered meets the local content requirement for Class I local supplier / Class II suppliers as the case may be. They shall also give details of the locations at which the local value addition is made.
  - b) For procurement value above Rs.10.00 Crores: The Class I local supplier / Class II local supplier at the time of tender, bidding or solicitation shall be required to provide certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. The Tenderer shall submit the Declaration as per **ANNEXURE 9**.



## SECTION III

### **GENERAL CONDITIONS OF CONTRACT**

#### **1. GLOSSARY:**

In this bid document and in the 'Contract,' unless the context otherwise requires:

- 1.1. "Authorised representative" means any officer of the Port authorized by the Competent Authority, who is responsible for supervising, administering the Contract, certifying payments due to the Contractor, and other functions as specified in this contract.
- 1.2. "Bid" (including the term 'tender,' 'offer,' 'quotation' or 'proposal' in specific contexts) means an offer for rendering services or execution of works made in accordance with the terms and conditions set out in the bid document "Dismantling, reconditioning of CCTV high mast in Zone A and installation and commissioning of high mast at Zone B for illumination" for illumination"
- 1.3. "Bid documents" (including the term 'bid documents' in certain contexts) means a document issued by the Port, including any amendment thereto, that sets out the terms and conditions of the given e-tender and includes the invitation to bid.
- 1.4. "Bidder" (including the term 'tenderer' or 'service provider' in certain contexts) means any person (in the form of the sole proprietor) or firm or company or any other legal entity (registered under the Companies Act, Societies Registration Act, etc.), participating in the e-tendering process with the Port.
- 1.5. "Bidder registration document" means a document issued by the Port, including any amendment thereto, that sets out the terms and conditions of registration proceedings and includes the invitation to register for the e-tender;
- 1.6. "Board" means the Board of Trustees of the V.O.Chidambaranar Port Trust, Tuticorin, which is an autonomous body under the Major Port Trusts Act, 1963, and as amended from time to time or any Authority established under Major Port Authority Act, 2020.
- 1.7. "Competent authority" means the Chairman or any officer(s) authorized by the Chairman.
- 1.8. "Contract" (including the terms 'Work Order' under certain contexts) means a formal legal agreement as may be amended, supplemented, or modified in accordance with the terms of the contract in writing relating to the subject matter of the tender, executed between V.O.Chidambaranar Port Trust and the Service Provider or Contractor together with the documents referred to therein including general conditions, special conditions of Contract, Priced bill of quantities and instructions issued from time to time by the Port and all these



documents taken together shall be deemed to form one contract and shall be complementary to one another, which are in compliance with all the relevant provisions of the laws of India.

- 1.9. "Contract price" means the sum named in the tender subject to such additions thereto or deductions therefrom as may be made under the provisions hereinafter contained.
- 1.10. "Contractor / Service Provider" means the person or persons, firm or company whose tender has been accepted by the Board/competent authority and includes contractor's representative, successors and/or permitted assigns for the subject Contract.
- 1.11. "Day" means a day of 24 hours from midnight to the next midnight irrespective of the number of hours worked on that day.
- 1.12. "Engineer-in-Charge" means the Chief Mechanical Engineer of the V.O.Chidambaranar Port Trust and his successors.
- 1.13. "e-Tender" means conducting of procurement processes by the Port with bidders for the acquisition of works and services through the use of information and communication technology (especially the internet) with the aim of open, non-discriminatory and efficient procurement through transparent procedures;
- 1.14. " Foreign currency" means the currency other than Indian Currency.
- 1.15. "Head of the Department" means the Head of a department in the V.O.Chidambaranar Port Trust appointed under the provision of the Major Port Trust Act, 1963.
- 1.16. "Month" means month according to the Gregorian calendar.
- 1.17. "Notice Inviting Tenders" (including the term 'Invitation to bid' or 'request for proposals' in certain contexts) means a document and any amendment thereto published or notified by the Port, which informs the potential bidders that it intends to procure goods, services and/or works.;
- 1.18. "Pre-qualification document" means the document including any amendment thereto issued by the Port, which sets out the terms and conditions of the pre-qualification bidding and includes the invitation to pre-qualify;
- 1.19. "Responsive bid", in relation to a bidder, means a bid submitted by a bidder that conforms to all material aspects and conditions specified in Section II - Instructions to Bidders. If any requirements specified in Section II – Instructions to Bidders are not complied with, or changes are made by the bidder in the tender document or if there is non-usage of the prescribed forms stipulated in the bid document, the bid will be considered as non-responsive and will be summarily rejected.



- 1.20. "Specification" means the specification referred to in the Tender document and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by VOCPT.
- 1.21. "Tender" means the Contractor's priced offer to the Port for the execution and completion of the works and the remedying of any defects therein in all accordance with the provisions of the Contract, as accepted by the Work order.
- 1.22. "Week" means seven days without regard to the number of hours worked in any day in that week.
2. The Contractor is the successful bidder in the subject E-Tender published by the Port for "Dismantling, reconditioning of CCTV high mast in Zone A and installation and commissioning of high mast at Zone B for illumination". The Contractor being the successful bidder, has agreed to the terms and conditions specified in the bid document for providing the service more specifically detailed in the Scope of Work in Section IV of the bid document. The following General terms and conditions of this Contract shall also form part of the above-mentioned tender.

**3. SINGULAR AND PLURAL:**

Words implying the singular only also include the plural and vice versa where the context is required.

**4. OBLIGATIONS OF THE CONTRACTOR:**

- 4.1. The Contractor shall exercise all reasonable care and diligence in the discharge of all technical, professional and Contractual duties to be performed by them under this Contract as specified in the Scope of Work within the Time for Completion and provide all labour, including the supervision and security thereof, Contractor's Equipment necessary thereof and for carrying out his obligation, so far as the necessity for providing the same is specified in or is reasonable to be inferred from the Contract. The Contractor shall be fully responsible to VOCPT for proper, efficient, and effective discharge of their duties.
- 4.2. Contractor shall furnish a bond in the form of a Bank Guarantee towards the performance of the work.
- 4.3. If VOCPT considers itself entitled to any claim under the performance Guarantee, VOCPT shall forthwith so inform the Contractor specifying the default of the Contractor upon which he relies. If the Contractor fails to remedy such default within 30 days after the receipt of



such notice, VOCPT shall be entitled to forfeit to the extent of the loss or damage incurred by reason of the default.

- 4.4. The Contractor shall proceed with the Works in accordance with the decisions, instructions, and orders given by the Engineer-in-Charge in accordance with the condition of the Contract.

5. **PERIOD OF CONTRACT:**

The Contract period – **Two months** from the date of issuance of Work Order.

6. **COMPLETION PERIOD OF WORK:**

**Two months** from the date of issuance of Work Order.

7. **DOUBT AND CLARIFICATIONS:**

In case of any doubts on the terms and conditions of the Contract, the same may be referred to the concerned Head of Department, V.O.Chidambaranar Port Trust, Tuticorin, in writing for clarification, whose interpretation shall be final and binding.

8. **ASSIGNMENT AND SUBLETTING:**

The contractor shall not assign lease or sublet this contract or the benefit hereof or any part thereof or any moneys payable here under or sublet the services to be rendered as aforesaid or any part thereof to any other person, firm or company without the prior written consent and approval of the Board.

9. **GENERAL OBLIGATION OF VOCPT:**

In execution of the Works, no person other than the Contractor shall be allowed on the site except by the written permission of the Engineer-in-Charge or his authorized representative, but the Engineer-in-Charge, his authorized representative, other authorities, and officials of VOCPT shall be afforded to inspect all facilities arranged by the Contractor at the site.



**10. ADDITIONS AND ALTERNATIONS:**

- 11.1. VOCPT may give instructions and directions as may appear (necessary and proper) to the VOCPT for the guidance of the Contractor and good and efficient execution of the Works under this contract without altering major conditions and scope of work of the Contract.
- 11.2. The Contractor shall receive, obey, and be bound by the same according to the true intent and meaning thereof.

**11. EXECUTION:**

The Contractor shall, in consideration of payments to be made to him as hereinafter provided, execute and do the Works set forth as described in the scope of the work and specifications, including any amendments to tender clauses.

**12. EXTRAS:**

Any extra expenses incurred in connection to the Works by the VOCPT in the performance of the Works owing to the neglect or omission on the part of the Contractor, in any of the case mentioned in this Contract shall be deducted from any sum due or which may thereafter become due to the Contractor or from any amount lying with them or under their control or he may be called upon to pay the amount of such extra expense to such person or persons as the VOCPT may appoint to receive the same and in the event of the Contractor failing to make such payment, the said amount shall be recoverable from him in such manner as the VOCPT may determine.

**13. USE OF GROUND:**

On completion of Works or termination of his contract, he shall clear away all his tools, plant, rubbish, and other materials within a fortnight and hand over and peaceful possession of the same to the VOCPT in a tidy and clean condition.

**14. CONTRACT DOCUMENT MUTUALLY EXPLANATORY:**

- 15.1. The several documents forming the Contract are to be taken as mutually explanatory of one another, and should anything appear in one that is not described in the other, no advantage shall be taken of any such omission.
- 15.2. In case of any discrepancies or inconsistencies however appear, or should any misunderstandings arise as to the meaning and of the specifications or drawings or as to





the dimensions or the quality of the material or proper execution of the Works or as to the measurement or quality and valuation of the Works executed under this Contract or as extra thereupon, the same shall be explained by the Engineer-in-charge or his authorized representative.

- 15.3. The explanation of Engineer-in-charge or his authorised representative shall be final and binding upon the Contractor, and the Contractor shall execute the Works according to such explanations, and without extra charge or deductions to/from the Prices specified in the bill of quantities and do all such Works and things as may be necessary for the proper completion of the work as implied by the specification and drawings, even though such work and things are not specifically shown and described therein.

#### **15. CONTRACTOR'S EQUIPMENT:**

- 16.1. The Contractor shall be responsible for supply, use and maintenance of all the equipment, and he shall ensure that they are suitable for the work and are maintained in such a manner as to ensure their efficient working.
- 16.2. The VOCPT may, if they deem fit, direct the Contractor to remove from the site any equipment which are not efficient and/or prejudicial to the quality of the work to be replaced by equipment to their satisfaction. The Contractor shall immediately follow VOCPT's directions/instructions.

#### **16. LABOUR:**

- 17.1. The Contractor shall make his own arrangements for the engagement of all labour for doing the work at the site or in respect of or in connection with the execution of work as also for the transport, housing, feeding and payment thereof. Since time is the essence of this Contract, the requisite number of labour force has to be kept so as to complete the Installation, Testing and commission of the equipment within the completion period as stipulated in the tender.
- 17.2. In the event of any outbreak of illness or an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.
- 17.3. The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of



peace and protection of persons and property in the neighbourhood of the Works against the same.

- 17.4. The Contractor shall at all times during the continuance of the Contract comply fully with all existing Acts, Regulations and bye-law as including all statutory amendments and re-enactment of state or Central Government and other local authorities and any other enactment and acts that may be passed in future either by the State or the Central Government or local authority, including Indian Workmen's Compensation Act, Labour Laws and Equal Remuneration Act, 1976, Factories Act, Minimum Wages Act etc.
- 17.5. If as a result of Contractor's failure, negligence, omission, default, or non-observance of any provisions of any laws, the VOCPT is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the VOCPT shall be entitled to deduct the same from any sums of money due or that they become due to the Contractor under this Contract or any other Contract or otherwise recover from the Contractor any sums which the VOCPT is required or called upon to pay or reimburse on behalf of the Contractor. All registration and statutory inspection fees in respect of his work pursuant to the Contract shall be paid by the Contractor.
- 17.6. The Contractor shall pay the labourer engaged by him on the work not less than a fair wage, which expression shall mean, whether for time or piece work, rate of wages as may be fixed by the Public Works Department
- 17.7. **Safety Gears Etc.**  
The Contractor shall at his own expenses provide all safety gears for all labours engaged during the work and failing to do so, VOCPT shall provide the same and recover the cost thereof from any amount due or which may become due to the Contractor or from any amount lying with them or under their control.

**17. COMPLIANCE OF THE PROVISION / ACT:**

The Contractor shall be responsible for compliance of the provisions of the Indian Electricity Act and rules framed there under, Employees State Insurance Act, Workmen's Compensation Act, 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract labour (Regulation & Abolition) Act 1970 and 1971, Industrial Dispute Act, 1948, Fatal Accident Act, 1955, Industrial Employment (Standing Order) Act, compulsory notification of vacancies (Employment Exchange) Act, Payment of Bonus Act, or any other allied Central or State Govt. rules, regulations and schemes made there under. In case of non-fulfilment of any such obligations, the contract will be liable for termination on 30 days'



notice given by VOCPT without prejudice or any of the other rights of VOCPT under this contract.

**18. PLANT AND EQUIPMENT:**

The Contractor shall, at his own costs and expenses, provide all labour, plant, haulage, transportation of plant and equipment to be used for executing the Contract, all materials, stores etc required for efficiently carrying out and completing the work to the satisfaction of the VOCPT.

**19. WARRANTY PERIOD:**

In this condition, the expression 'Warranty period' shall mean a period of 12 months calculated from the date of successful completion and final acceptance by VOCPT.

**20. TAX:**

Income tax, GST to be specifically furnished, or any other statutory levies applicable from time to time will be deducted at the source as per rules. GST will be paid extra underproduction of tax invoices with prescribed details.

**21. NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS:**

Any claim for interest will not be entertained by the VOCPT with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on part of the VOCPT in making payment.

**22. PAYMENT:**

- a) Payment to the Contractor will be made on satisfactory completion of works assigned. The mode of payment is through e-payment. Hence the tenderer shall furnish the Bank Account Number for payment.
- b) It is expressly understood that the release of payment to the Contractor in the manner specified will not be construed as the fulfillment of the Contractor's obligations either in part or whole under the contract and that the Contractor shall continue to remain responsible to VOCPT until all the Obligations under the agreement have been fulfilled.



### **23. EXTENSION OF TIME: :**

- 23.1. 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 except as may be expressly sanctioned or ordered by the Engineer or be wholly beyond the control of the contractor.
- 23.2. The contractor shall maintain the rate of progress required as per schedule if the progress of work is held up owing to circumstances, which in the opinion of the 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.
- 23.3. The execution of the work during the extended period also, shall be only under the conditions and at the rates specified in the contract.
- 23.4. No claim shall be made by the contractor on the grounds of executing the work beyond the completion period stipulated in the contract.

### **24. COMPENSATION FOR DELAY:**

If the contractor fails to complete the work in all respects within the time specified or within the extended time that may be allowed by the port as per above clause, the contractor shall pay or allow the board to deduct a sum equivalent to 1% per week or part thereof on the total value of the contract subject to a maximum of 10% of the total value of contract as Liquidated or Ascertained damages and not by way of penalty, for every week or part thereof beyond the said period or extended period as the case may be during which the work shall remain unfinished. Such damages will be deducted from any money due or become due to the contractor. The payment of such damages shall not relieve the contractor of his obligations to complete the work or from any other of his obligations or liabilities under this contract.

### **25. PAYMENT OF CONTRACTOR'S BILLS THROUGH ELECTRONIC FUND TRANSFER (EFT):**

The Bidder should submit the consent in a mandate form for receipt of payment through EFT and provide the details of bank A/c in line with RBI guidelines for the same. These



details will include bank name, branch name & address, A/c type, bank A/c no., bank and branch code as appearing on MICR cheque issued by the bank. Further, the Contractor should also submit a certificate from their bank certifying the correctness of all the above-mentioned information in the mandate form. In case of non-payment through EFT or where EFT facility is not available, payment will be released through cheque.

## **26. THIRD PARTY INSURANCE:**

- 26.1. Before commissioning of execution of works the contractor shall ensure against any damage, loss or injury which may occur to any property including that of the V.O.Chidambaranar Port Trust or to any person including any employee of the V.O.Chidambaranar Port Trust by or arising out of the execution of the works in carrying out of the contract.
- 26.2. Minimum Amount of Third Party Insurance: Such Insurance shall be effected with an insurer and in terms approved by the employer and for atleast the amount stated in the tender and the contractor shall whenever required produce to the Engineers representative the policy or policies of insurance and receipts for payment of the current premiums.

## **27. ACCIDENT OR INJURY TO WORKMEN:**

The Port shall not be liable for any damages or compensation payable at law in respect or in consequence of an 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 Port against all such damages and compensation and against such claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

## **28. NO COMPENSATION FOR ALTERATION OR RESTRICTION OF WORK:**

If at any time from the commencement of the work VOCPT shall for any reason whatsoever not require the whole work or part thereof as specified in the tender to be carried out or, alteration in work is required, VOCPT shall give notice in writing of the fact to the Contractor.

## **29. FORCE MAJEURE:**

- 29.1. The term “force majeure” as employed herein shall mean including but not limited to, acts of God, war, revolt, riot, Natural calamities, fire, flood, Frost, Strikes, Lockouts, Epidemics, Pandemic (COVID) and acts and regulations of the Government of India or any of its



authorized agencies. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts.

- 29.2. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party immediately in writing of the alleged beginning and ending thereof, giving full particulars and satisfactory proof and it cannot be claimed ex-post facto. The clause does not excuse a party's non-performance entirely but only suspends it for the duration of the Force Majeure.
- 29.3. The time for performance or relative obligations suspended by the force majeure shall be extended by the period for which the cause lasts or condoned by the Port without any penalty. If the work is suspended by force majeure conditions lasting for more than 1(one) month, the Port shall have the option of cancelling the Contract in whole or in part thereof at its own discretion. Any situation of force majeure shall not be payable by the Port under any circumstances. For the period of force majeure, no amount shall be payable to the Contractor.

### **30. OUTBREAK OF WAR:**

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

### **31. DEFAULT OF THE CONTRACTOR:**

If the Contractor makes any default or on the happenings of anyone or more of the following events, that is to say:

- 31.1. If the Contractor without reasonable cause abandons the Contractor
- 31.2. Suspends the carrying out of the Works for a reasonable time after receiving written notice from the VOCPT without any lawful excuse or fails to make proper progress with Works after receiving written notice from the Engineer-in-Charge or



- 31.3. Fails to proceed diligently with the work or
- 31.4. Fails to give the VOCPT proper facilities for inspection of the Works of any part thereof for three days after receiving notice in writing by the VOCPT demanding the same or
- 31.5. The Contractor has become insolvent or
- 31.6. The Contractor has gone into liquidation or passed the resolution for winding up or
- 31.7. Upon the Contractor making an arrangement with or assignment in favour of his creditor or
- 31.8. Upon his assigning this Contractor
- 31.9. Upon an execution being levied upon the Contractor's good or
- 31.10. Upon winding up, the order being passed by the court or a Receiver or manager is appointed in respect of any of the property of the Contractor or
- 31.11. Possession is taken by or on behalf of any holder of any debentures secured by floating charges of any of the property of the Contractor or
- 31.12. Fails to complete all or any part of the Works during the time specified for completion of the Contract or such extended time as may be granted by the VOCPT.

VOCPT shall have every right to terminate the Contract after issuing 15 (Fifteen) days' notice to the Contractor on his omission or negligence or neglect or default, or failure to comply with any of the conditions of the Contract.

## **32. TERMINATION OF CONTRACT:**

If the Contractor does not perform the Contractual obligations satisfactorily, as far as Commissioning the equipment for commercial use within the stipulated time frame, the Contract is liable to be terminated after issue of notice of 15 (Fifteen) days to the Contractor.

## **33. USE OF COMPLETED PORTIONS:**

- 33.1. Whenever in the opinion of VOCPT the work or any part thereof is in a condition suitable for use and in the best interest of VOCPT requires the use, VOCPT may take possession of the same. The Contractor shall, however, be not relieved of his pending obligations.
- 33.2. Prior to the date of final acceptance of the work by VOCPT, all necessary repairs or renewals in work or part thereof so used on account of defective materials or workmanship or due to the operation's failure except normal wear & tear shall be at the expenses of the Contractor.
- 33.3. Such use shall neither relieve the Contractor or any of his responsibilities under the contract nor act as a waiver by VOCPT of the conditions thereof. However, if, in the opinion of





VOCPT, the use of the work or the part thereof delays the completion of the remainder of the work, VOCPT may grant such extensions of time, as it may consider reasonable.

33.4. The decision of VOCPT in the matter shall be final. The Contractor shall not be entitled to claim any compensation on account of such use by VOCPT.

#### **34. DEFECTS:**

If at any time before the work is taken over, the VOCPT shall:

34.1. Decide that any work done or materials used by the Contractor or any sub-contractor is defective or not in accordance with the contract, or that the works or any portion thereof are defective, or do not fulfil the requirements of the contract (all such matters being hereinafter, called 'Defects' in this clause and

34.2. As soon as reasonably practicable notice given to the Contractor in writing of the said decision specifying particulars of the defects alleged to exist or to have occurred then the Contractor shall at his own expense and with all efforts would make good the defects so specified.

34.3. In case the Contractor fails to do so, VOCPT may take, at the cost and risk of the Contractor, such steps as may in all circumstances be reasonable to make good such defects. The expenditure so incurred by VOCPT will be recovered from the amount due to the Contractor. The decision of the Engineer-in-Charge with regard to the amount to be recovered from the Contractor will be final and binding on the Contractor. As soon as the works have been completed in accordance with the contract and have passed the tests on completion, the VOCPT shall issue a certificate in which he shall certify the date on which the works have been so completed and have passed the said tests, and VOCPT shall be deemed to have taken over the works on the date so certified.

#### **35. INDEMNIFICATION:**

The Contractor shall defend, indemnify and keep indemnified and hold the Port, its officers and employees harmless from any and all claims, demands, injuries, damages, costs, charges, compensation, losses, expenses, proceedings or suits including attorney fees, arising from any breach or default in the performance of any obligation on the Contractor's part to be performed under the terms and conditions of this Contract or arising from any negligence of the Contractor, or any of its agents, or its employees or the person provided for the purpose of this Contract or non-fulfilment/ non-adherence/ non-compliance of any





statutory provisions which is as per law the contractor is required to comply with. The provisions of this section shall survive even after the expiration or termination of this Agreement.

**36. VOCPT'S LIEN:**

VOCPT shall have a lien on over all or any money that may become due and payable to the Contractor under this Contract or any other Contract or from any amount lying with them or under their control and in respect of any debt or sum that may become due and payable by the VOCPT to the Contractor either alone or jointly with another or other and either under this Contract or under any other Contracts or transaction of any nature whatsoever between the VOCPT and the Contractor.

**37. DISPUTE RESOLUTION:**

- 37.1. Except as otherwise provided elsewhere in the Contract, if any dispute, difference, question or disagreement or matter whatsoever arises, before/after completion or abandonment of work or during extended period, between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, the same shall be referred to the concerned Head of the Department, V.O.Chidambaranar Port Trust, Tuticorin.
- 37.2. In case the dispute is not resolved, the same shall be referred to the committee headed by Deputy Chairman and other members to be nominated by Chairman, VOCPT.
- 37.3. If the dispute remains unresolved, the same shall be referred to the Chairman, VOCPT, whose decision, in this regard, is final and binding on both the parties to the contract.

**38. ARBITRATION:**

Not applicable to this contract.

**39. CONCILIATION AND SETTLEMENT OF DISPUTES:**

Regarding any constructed dispute to be referred to the Conciliation and Settlement Committee for resolution, the procedure for reconciliation and settlement shall be followed as per the guidelines issued by the Ministry of Ports, Shipping and Waterways (Conciliation And Settlement Guidelines)



**40. APPLICABLE LAW AND JURISDICTION:**

The contract shall be governed by and constructed according to the laws in force in India. All disputes shall be subjected to exclusive jurisdiction of the courts at Tuticorin only for the purpose of actions and proceedings arising out of this contract.

**41. DAMAGE TO PROPERTY:**

The Contractor shall be responsible for making good to the satisfaction of the Port, any loss or damage to any structures and properties within the Port premises if such loss or damage is due to fault and/or the negligence or wilful acts or omission of the Contractor, his employees, agents, representatives and/or manpower deployed by the contractor. The contractor shall make good the loss as assessed by the Port.

**42. DEFAULT OF VOCPT:**

In the event of VOCPT:

- 42.1. Failing to pay Contractor the amount due under Contract as per stipulated condition or
  - 42.2. Interfering with or obstructing the written approval in this Contract,
- the Contractor shall be entitled without prejudice to any other rights or remedies to terminate his employment under the Contract by giving 90 (Ninety) days prior notice in writing to Employer.



## **SECTION IV**

### **SCOPE OF WORK**

It is planned to shift the following 6 Nos. of high mast available in VOC Port Zone A to Zone B for the purpose of providing illumination in Zone B.

Sl. No.	Location	Height (mtr)
a)	Red Gate entrance	25
b)	VOC Wharf Junction	20
c)	Pier Head Red	33
d)	Coal Jetty I	20
e)	Coal Jetty II	25
f)	Blue Gate	20

The scope of work involved in the subject work is detailed as below:

1. Removal of above 6 Nos. of high mast from its existing foundation, associated cables, ropes, motor gear assembly, lantern carriage and aviation lights etc., levelling the existing foundation to ground level, clearing debris in site and handling over of removed cables, ropes to VOC Port Stores as directed by the Engineer in charge.
2. Dismantling the high mast and making ready for transporting the high mast from Zone A to Zone B for carrying out reconditioning works and installation at new location in Zone B.
3. Reconditioning work includes making suitable arrangements in the lantern carriage for holding luminaires in high mast, making the height of all high mast to 20 mtr(approx.), carrying out necessary reconditioning works in control gear box, motor, pulley head frame assembly and door arrangements. The removed portions of high mast shall be handed over to VOC Port Stores with weightment as directed by the Engineer in charge.
4. The reconditioned 6 Nos. of high mast to be installed in Zone B with necessary foundation as per specification in Section V, in the locations identified by the Engineer In charge, including drawing of trailing cable, hoisting ropes inside high mast and fixing the reconditioned control gear, motor, power tool, luminaires (supplied by Port), aviation lights with all necessary buffer arrangement between carriage and mast and required compensating disc. The contractor shall carry out all electrical terminations for luminaires and all earthing connections in the high mast. Trailing cables and hoisting ropes to be



supplied as per specification in Section V and replaced by the contractor for all highmast at his cost.

5. Four Nos. of foundation as per specification in Section V, for 20 mtr high mast to be made in Zone B in the locations identified by the Engineer in charge.
6. Dismantling 10 Nos. of old lattice towers in Zone B, removal of fittings in these lattice tower its associated cables and transportation of all the dismantled materials to VOC Port Stores and placing in the earmarked location as directed by the Engineer in charge. Weighment of the lattice tower to be produced before handing over to VOC Port Stores. The old foundation to be levelled to ground and site shall be free from debris.
7. Any other works which is required for the completion and commissioning and which is not described in the above scope of work, shall be in the scope of Contractor.
8. The work shall be executed as per the terms and conditions of the contract agreement.



## SECTION - V

### TECHNICAL SPECIFICATION

#### 1. FOUNDATION DETAILS.

Type of foundation	: M20 Grade
Size of foundation	: As per Design.
Soil bearing capacity at site	: 10T per Sqmtr at 2M depth
Design safety factor	: As per IS –456
Depth of foundation	: Minimum 2 mtr. below F.G. L.

#### 2. TRAILING CABLE

Type	: Min. 5 core flexible EPR insulated PCP sheathed.
Material	: Copper conductor.

#### 3. STAINLESS STEEL WIRE ROPE.

Grade / Construction.	: AISI 316, Minimum 7/19
Number of ropes	: Two or Three Nos continuous
Diameter	: Minimum 6 mm
Centre core material	: Stainless steel core.
Braking load capacity	: Minimum. 3450kgs X 2
Factor of safety	: >5 for system at full load.



## **SECTION VI**

### **SPECIAL CONDITIONS OF CONTRACT**

#### **1. INTRODUCTION:**

- 1.1. Special Conditions of Contract supplement the Instruction to bidders, General Conditions of Contract as amended and/ or corrected up to date and shall be read in conjunction with the specifications of work, drawing, and any other document forming part of this contract wherever the context so requires.
- 1.2. Where any portion of the Special Conditions of Contract is repugnant to or at variance with any provisions of the General Conditions of Contract, then unless a different intention appears, the provision of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract only to the extent such inconsistencies or variations in the Special Conditions of Contract as are not possible of being reconciled with the provisions of General Conditions of Contract.
- 1.3. The materials, design, and workmanship shall satisfy the applicable standards and codes, specifications contained in Section V.
- 1.4. In case of contradiction between General Conditions of Contract, Special Conditions of Contract, specifications, drawings, the following shall prevail in order of precedence:
  - i) Work order
  - ii) Any other documents issued after publication of NIT till issuance of LOI, including Addenda / Corrigendum.
  - iii) Schedule of Price Offer
  - iv) Scope of Work and Technical Specifications
  - v) Special Conditions of Contract.
  - vi) General Conditions of Contract
  - vii) Instruction to Bidders



## **2. Applicable standards/codes**

- 2.1. The subject work shall be carried out as per relevant IS standard and also execute the electrical work as per Indian Electricity Rule (IER).
- 2.2. Technical particulars of the material offered must comply with the standard or other applicable specifications and the relevant provisions of standards.
- 2.3. All the Electrical installation including Load Point, Feeder Pillar, High mast should be earthed as per relevant IS Standard.
- 2.4. The contractor shall perform the work in accordance with all applicable codes, statutory regulations, and established practices. It is agreed and understood by and between the parties hereto that the contractor shall comply with applicable laws, rules, regulations, and by-laws whether now in force or which may hereinafter come in force during the currency of the contract and/or extension thereof.

## **3. Storage Facility:**

Material received at the site should be adequately stored in premises arranged by the Contractor. Contractor shall be responsible for the safety of the material stored. The responsibility of insurance up to completion shall rest with the contractor. The goods will be delivered to the destination in good condition.

## **4. Responsibility of the Contractor:**

- 4.1. All expenses towards mobilization at site and demobilization, including bringing in equipment, transportation of high mast, handing over of removed highmast portions to Port stores, workforce, materials, clearing the site after completion of work shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
- 4.2. It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipment, scaffoldings, and safety gadgets, cranes, and other lifting tackles, vehicle for transporting high mast, tools, and appliances



to perform the work in a like and efficient manner and complete all the jobs within the schedule time of completion. However, if any equipment/ facilities are provided by VOCPT, the same shall be on a chargeable basis.

4.3. The procurement and supply of all materials and consumables shall be entirely the Contractor's responsibility, and his rates for the execution of work will be inclusive of the supply of all these items.

**5. OTHER CONDITIONS:**

- i. The scope of work covered in this tender shall be as specified in Section-IV and as mentioned elsewhere in this tender document. It is, however, understood and confirmed by the contractor that the scope as described in the tender document is not limiting in so far as the responsibilities of the contractor shall include inter-alia, carrying out any and all works, and providing any and all facilities those are required in accomplishing completion of work, complying fully with all requirements as are envisaged of it, complete in all respect and satisfying all performance and guarantee requirements stated or implied from the contents of the tender document.
- ii. Safety accessories like helmets, belts, safety boots, Hand Gloves, Goggles, and other safety items shall be used by the contractor while executing the work.
- iii. The contractor shall employ technically qualified personnel with relevant field exposures related to electrical construction/maintenance works such as installation, power shutdowns, material handling, etc.,
- iv. The contractor has to obtain necessary entry pass in Port for the manpower and vehicles to be engaged in this work at his cost as per Port SOR.
- v. VOCPT shall have the power to direct the contractor to engage sufficient numbers of expert supervisors if it is considered that the contractor's supervising arrangements are found insufficient for successful completion of the work. Failure to comply with the above directive also will result in the contract being terminated at the risk and responsibility of the contractor.
- vi. All the tools and plants such as welding sets, crimping tools, ladders, safety





equipment and other electrical tools required for this work shall be arranged by the contractor at their own expense, including the cost of conveyance to adhere to the target date of completion. VOCPT will not be responsible for the inadequacy of tools and plants brought by the contractor, and no claim on this ground is admissible.

- vii. The contractor shall be responsible for any damage to all articles in his custody till the work is completed and finally handed over to VOCPT.
- viii. All materials specified in the contract shall be procured only from the reputed manufacturers or their authorized dealer. The supply of materials shall be accompanied by the original invoice and a photocopy of the invoice.
- ix. It is the responsibility of the contractor to get all his doubts clarified about all the points mentioned in this specification.
- x. In the event of contractor whose tender is accepted shall refuse to execute the agreement as mentioned in Section II (26) Signing of Contract, the VOCPT may determine that such contractor has abandoned the contract and thereupon his tender and the acceptance thereof shall be treated as canceled and the VOCPT shall be entitled to debar the bidder for a period of 03 or more years and to recover the amount as deemed fit for such default.



## **SECTION VII**

### **SAFETY NORMS & EMS REQUIREMENTS**

#### **1. SAFETY CLAUSE:**

- 1.1. The contractor should take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the VOCPT premises and should conform to the rules and regulations of the VOCPT.
- 1.2. The Contractor should abide by all VOCPT regulations in force from time to time and ensure that the same are followed by his representatives, agents or sub-contractors, or workmen.
- 1.3. The contractor should ensure that unauthorized, careless, or inadvertent operation of installed equipment which may result in an accident to staff and/or damage to equipment, does not occur.
- 1.4. The Contractor should indemnify and keep VOCPT indemnified and harmless against all actions, suits, claims, demands, costs, charges or expenses arising in connection with an accident, death or injury, sustained by any person or persons within the VOCPT premises and any loss or damage to VOCPT property sustained due to the acts or omissions of the contractor irrespective of whether such liability arises under the workmen's compensation act or the fatal accidents act or any other statute in force from time to time.

#### **2. EMS REQUIREMENTS:**

- 2.1. The contractor shall ensure that all his workmen wear PPEs commensurate with the severity of work.
- 2.2. The contractor shall ensure industrial safety methods in executing his work at VOCPT.
- 2.3. The contractor shall ensure that all wastes generated by his activities/work are moved to the respective dumpsites or taken for re-cycling at VOCPT.
- 2.4. The contractor has to give prior information on whether any hazardous chemical is used in his work and if so, the operational control to be exercised.
- 2.5. The contractor has to ensure that all his material handling equipment/transport



vehicles are emission tested.

- 2.6. The contractor has to ensure that his activities are in tune with the VOCPT EMS Policy (to be incorporated as part of the Contract)
- 2.7. The contractor's staff must be aware of the contents of MSDS in respect of chemicals/materials (if any).
- 2.8. The contractors' staff shall be competent to operate emergency appliances like fire extinguishers.
- 2.9. The contractors' staff shall be competent in the areas wherein the contract is awarded, e.g., to operate ETPs at VOCPT by evaluating through skill matrix by concerned official.



**SECTION VIII**

**ANNEXURE & ATTACHMENTS**



**ANNEXURE - 1**  
**LETTER OF APPLICATION**

Registered Business name :

Registered Business Address :

Telephone No. :

Email

Fax :

To

The Chief Mechanical Engineer,  
Mechanical & Electrical Engineering Department,  
V.O.Chidambaranar Port Trust,  
Tuticorin – 628 004.  
INDIA.

Sir,

1. We hereby apply to be a bidder for the

“ \_\_\_\_\_ ”.

2. We authorize V.O.Chidambaranar Port Trust or its authorized representatives to conduct any investigations to verify the statements, documents, and information submitted and to clarify the financial and technical aspects of this application. For this purpose, we hereby authorized any public official, engineer, bank depositor, manufacturer, distributors, etc., or any other persons or firm to furnish pertinent information deemed necessary and requested by V.O.Chidambaranar Port Trust to verify statements and information provided in this application or regarding out competence and standing.

3. The names and positions of persons, who may be contacted for further information, if required, are as follows:

(a) Technical

(b) Financial

(c) Personnel



4. We declare that the statements made and the information provided in the completed tender are complete. True and correct in every detail.

5. We understand that V.O.Chidambaranar Port Trust reserves the right to reject any tender without assigning any reasons.

Yours faithfully,

(Authorized representative of applicant)

Date:

Encl:

- 1.
- 2.
- 3.



**ANNEXURE - 2**  
**GENERAL INFORMATION**

Company Name :

1. Head Office address: Telex No. :

Telephone No. :

2. Regional office address (if any) : Telex No. :

Telephone No. :

Cable address :

3. Local office address (if any) : Telex No. :

Telephone No. :

Country and year incorporated :

Main lines of business :

1. Since :

2. Since :

3. Since :

4. Since :

5. Since :

\* Attach copy of certificate of registration and Partnership.

Signature

Seal



**ANNEXURE - 3**  
**FINANCIAL STATUS**

Summary of yearly turnover on the basis of the audited balance sheet for the last three financial years (2018-19 to 2020-21)

Sl. No.	Financial year	Total Turnover
01	2018-19	Rs.
02	2019-20	Rs.
03	2020-21	Rs.

Note: Attach certified copies of the audited financial statements.

Contractor





## ANNEXURE - 4 EXPERIENCE

Experience in a similar type of work for the last seven years ended on **31.01.2022**.

Sl. No	Name of work	Value of work executed	Contract period		Scheduled period of completion	Name and address of organization
			Commencement	completion		

Note: - Copies of work order and completion certificate / performance certificate should be attached as documentary proof for each and every work listed.

Contractor



## ANNEXURE – 5

### **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 the contract awarded in No dated made between and for (hereinafter called "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 the production of Bank Guarantee for Rs. (Rupees ..... only).

We\* (hereinafter referred to as the Bank) at the request of the 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.

We\* do hereby undertake to pay the amounts due payable under this Guarantee without any demur, merely on 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 performing 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.....

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 or Tribunal relating thereto our liability under this present being absolute and unequivocal.



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

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 Trust certified that the terms and condition of the said Agreement had 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 three months from the date of expiry of the validity of the 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.

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 the 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 the effect of so relieving us.

This Guarantee will not be discharged due to the charge 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. (Validity/Period should be noted)

This guarantee is valid up to (period) Dated the ..... day of 2021 for..... \*\*

Indicate here the name of the Bank Indicate here the period or date



**ANNEXURE -6**  
**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 (hereinafter 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 for “ Dismantling, reconditioning of CCTV high mast in Zone A and installation  
and commissioning of high mast at Zone B for illumination”

**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.....(Rupees  
.....only) 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 No. VOCPT/MEE/1936/2021-22-01 and corrigendum/addenda if any.
2. Instruction to Bidders
3. Terms and Conditions
4. Annexes
5. Schedule of Price Offer
6. LOI & Work Order
7. Any other letter(s) exchanged between Contractor & V.O.C. Port Trust in connection with the tender till issuance of work order.

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 -7**  
**E- PAYMENT**

To

The FA&CAO,  
Finance Department,  
V.O.Chidambaranar Port Trust,  
Tuticorin – 628 004.  
INDIA.

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 confirming 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 the employer or his signature on the bill or other claim preferred against the 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 herein 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 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 the power to 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 the 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 computerized & networked 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.





## ANNEXURE – 8

### **TENDER ACCEPTANCE LETTER**

(To be printed on company letterhead and filled, signed, and uploaded)

To

The Chief Mechanical Engineer  
V.O.Chidambaranar Port Trust  
Tuticorin-4  
Sir,

Subject: “ Dismantling, reconditioning of CCTV high mast in Zone A and installation and commissioning of high mast at Zone B for illumination”  
Tender reference No. VOCPT/MEE/1936/2021-22-01

1. I/We have downloaded/obtained the tender document(s) for the above-mentioned tender/work from the website, namely <https://etenders.gov.in/eprocure/app>, as per your advertisement given in the above-mentioned website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from **Page No. 1 to 71** (including all documents like annexure(s), schedules(s), etc., which form part of the contract agreement and I /we shall abide hereby and agree the terms /conditions /clauses contained therein.
3. The corrigendum(s) issued from time to time by V.O.Chidambaranar Port Trust for the above subject work has also been taken into consideration while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum (s) in its totality /entirety.
5. I/We do hereby declare that our firms have not been blacklisted/ debarred by any Govt. Department/ Public sector undertaking.
6. I / We certify that all information furnished by me/ us is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then V.O.Chidambaranar Port Trust shall without giving any notice or reason therefore, summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely

Yours faithfully,

(Signature of the bidder with official seal)



Note: If the firm has been blacklisted or debarred or banned or delisted by any Government or Quasi-Government Agencies or Public Sector Undertaking in India, then the same should be declared properly after modifying the sentence, suitably.



## ANNEXURE – 9

**Local content Declaration & Self Certification as per the Government of India Order towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020)**

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

I \_\_\_\_\_(Name of the Person(s),S/o \_\_\_\_\_at \_\_\_\_\_(Address),  
working as \_\_\_\_\_(Designation and name of the firm/Company/  
partnership/ Joint venture), and I have been authorized to sign the Declaration / Self-  
Certification on behalf of firm / Company/partnership/ Joint venture do hereby solemnly affirm  
and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government towards Public Procurement (preference to Make in India) vide Letter No. P- 45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020. That the information furnished hereinafter is correct to be of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated for the purpose of assessing the Local Content. That the local content for all inputs which constitute the said equipment has been verified by me and I am responsible for the correctness of the claims made therein. That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value addition norms based on the assessment of an authority so nominated for the purpose of assessing the Local Content, action will be taken against me as per the notification P-45021/2/2017- PP(BE-II), (revised) Dated.16.9.2020.

I agree to maintain the following information in the company's record for a period of 8 years and shall make this available for verification to my statutory authority. The Details of the location(s) at which the local value addition is made

- i. Name and details of the Domestic manufacture
- ii. Date on which this certificate is issued
- iii. Product for which the certificate is produced
- iv. Percentage of local content. (% to be mentioned)

Signed by me at \_\_\_\_\_ on \_\_\_\_\_

Authorized signatory

(Name of the Firm entity)

**Note:** Required particulars are to be filled properly for acceptance.





**SECTION IX**  
**SCHEDULE OF PRICE OFFER**



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**Item Rate BoQ**

Tender Inviting Authority: Chief Mechanical Engineer

Name of Work: Dismantling, reconditioning of CCTV high mast in Zone A and installation and commissioning of high mast at Zone B for illumination

Contract No: VOCPT/MEE/1936/2021-22-01

<b>Name of the Bidder/ Bidding Firm / Company :</b>	
---	--

**PRICE SCHEDULE**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

NUMBER #	TEXT #	NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency	BASIC RATE WITHOUT GST In <b>Figures</b> To be entered by the <b>Bidder</b> <b>Rs. P</b>	TOTAL AMOUNT WITHOUT GST Without Taxes in <b>Rs. P</b>	TOTAL AMOUNT WITHOUT GST In Words
1	2	4	5	12	13	53	55



1	Removal, dismantling of 20 mtr high mast and transportation to Zone B and carrying out all reconditioning and fabrication works in high mast for holding luminaries, and then installation and commissioning of high mast and supply and installation of EPR insulated 5 core copper trailing cable and 6 mm 316 Grade S.S Hoisting Ropes of 7/19 construction for high mast, including installation of luminaires supplied by Port in the high mast. The high mast shall be handed over in working condition.	3	set	INR		0.00	INR Zero Only
2	Removal, dismantling of 25 mtr high mast, reducing to 20 mtr and transportation to Zone B and carrying out all reconditioning, fabrication works in high mast for holding luminaries, and then installation and commissioning of high mast and supply and installation of EPR insulated 5 core copper trailing cable and 6 mm 316 Grade S.S Hoisting Ropes of 7/19 construction for high mast, including installation of luminaires supplied by Port in the high mast. The high mast shall be handed over in working condition. The removed high mast portion to be handed over to Port Stores after weighment	2	set	INR		0.00	INR Zero Only



3	Removal, Dismantling of 33 mtr high mast and reducing to 20 mtr and transportation to Zone B and and carrying out all reconditioning and fabrication works in high mast for holding luminaries, and then installation and commissioning of high mast and supply and installation of EPR insulated 5 core copper trailing cable and 6 mm 316 Grade S.S Hoisting Ropes of 7/19 construction for high mast including installation of luminaires supplied by Port in the high mast. The high mast shall be handed over in working condition. The removed high mast portion to be handed over to Port Stores after weighment.	1	set	INR		0.00	INR Zero Only
4	Dismantling of lattice tower of 22.5 mtr and handing over to VOC Port stores at Zone A after weighment. Transportation charges to be borne by contractor.	10	set	INR		0.00	INR Zero Only
5	Supply of Foundation Bolts & Nuts Anchor Plate & Template and providing necessary foundation for 20 mtr high mast as directed by the Engineer in charge, Type of foundation : M20 Grade, Soil bearing capacity at site : 10T per Sqmtr at 2M depth , Design safety factor : As per IS –456, Depth of foundation : Minimum 2 mtr. below F.G. L.	10	set	INR		0.00	INR Zero Only
<b>Total in Figures</b>						<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>					<b>INR Zero Only</b>		