



V.O.CHIDAMBARANAR PORT TRUST

(MEE DEPARTMENT)

E-TENDERING

TENDER DOCUMENT FOR

Annual Maintenance Contract work for 1 No.6T & 1 No.10T
ELL Wharf Cranes available at V.O.C. Port Trust for a period of
one year

Tender No. MEE/SEEL/Elc/F.18(9)/2021

TENDERS WILL BE DOWNLOADED ONLINE FROM 13/01/2021 to 03/02/2021 to (upto 1500 Hrs.) & COMPLETED TENDERS ARE TO BE SUBMITTED ONLINE ON OR BEFORE 1500 HRS on 03/02/2021 AND TECHNICAL BIDS WILL BE OPENED AT 15:30 HRS on 04/02/2021

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
Website URL : www.vocport.gov.in

Sub: “Annual Maintenance Contract work for 1 No.6T & 1 No.10T ELL Wharf Cranes available at V.O.C. Port Trust for a period of one year -Reg.”

Ref: MEE/SEEL/Elc/F.18(9)/2021

Dear Sir,

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

Sd/-
CHIEF MECHANICAL ENGINEER

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

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V.O.CHIDAMBARANAR PORT TRUST

(MEE DEPARTMENT)

NOTICE INVITING TENDER (NIT)

Only through E-Tendering Mode

VOCPT E-Tendering Website: <https://etenders.gov.in/e procure/app>

Tender No. MEE/SEEL/El/F.18(9)/2021

Online Tenders (in Two cover system) are invited by V.O.Chidambaranar Port Trust Tuticorin from reputed contractors for the work of “Annual Maintenance Contract work for 1 No.6T & 1 No.10T ELL Wharf Cranes available at V.O.C. Port Trust for a period of one year”

| | | |
|---|---|--|
| 1 | Estimate Amount | Rs. 37,32,000/- plus EPF & GST |
| 2 | Period of contract | One year (extendable by one more year, if necessary) |
| 3 | Downloading of Tender online e-tendering web site. | <u>13/01/2021 to 03/02/2021</u> (up to 1500 Hrs.) |
| 4 | Last Date and Time for submission of Tenders on line. | BEFORE <i>1500 Hrs.</i> on <u>03/02/2021</u> |
| 5 | Online technical Bid opening date and time | At 1530 <i>Hrs.</i> on <u>04/02/2021</u> |
| 6 | Validity of tender | 120 days from the date of opening. |
| 7 | BID SECURITY | The bidder shall be required to mandatorily submit the Bid Securing Declaration Form as per Annexure-IX, accepting that, if the bidder withdraw or modify their bids during period of validity etc., the bidder will be suspended for the time specified in the tender document (Clause 30, Section-II). |

Sd/-
CHIEF MECHANICAL ENGINEER

SECTION - I
INVITATION TO TENDER

1.1 TENDER NOTICE:

Electronic Tenders (Online) are invited in “**TWO COVER**” on behalf of **V.O.CHIDAMBARANAR PORT TRUST (VOCPT)** from reputed and experienced contractors for the work of “Annual Maintenance Contract work for 1 No.6T & 1 No.10T ELL Wharf Cranes available at V.O.C. Port Trust for a period of one year” (Tender No: MEE/SEEL/Elc/F.18(9)/2021).

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

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

Tender Document having all details is available at the URL of the e-Tender Portal <https://etenders.gov.in/eprocure/app> . The interested bidders are needed to register in the website name <https://etenders.gov.in/eprocure/app>. The tender documents are required to be submitted only through e-mode offered in 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.

IMPORTANT INSTRUCTIONS AND GUIDELINES TO BIDDERS FOR E-TENDRING

Tenders Only Through E-Tendering Mode. <https://etenders.gov.in/eprocure/app>

Note: Instructions for Bidder:-

- 1) VOCPT tenders through online/e-tendering only.
- 2) VOCPT will not entertain and will not accept any reasons of Bidder due to Net Connection Failure/Current Connection Failure and any issues during the filling of tender online. Bidder will be responsible for all those facts and failure of Net Connectivity, Current Connectivity and they should be at their own risk. VOCPT will not take any liabilities and claims for failure of Network and problem arise submission of the tender forms online.
- 3) VOCPT E-TENDER WEBSITE IS: <https://etenders.gov.in/eprocure/app>
- 4) Tenders of bidders who had litigation against Port will not be considered.
- 5) Tenders which are in any way incomplete will not be considered. The Ports reserves the rights to waive any formality thereof or to reject any or all the tenders without assigning any reason and not bound itself to accept the lowest tender.
- 6) This tender notice shall form part of the contract agreement.
- 7) The bidder should adhere to the ESI & EPF Act.

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

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

SECTION - II
INSTRUCTION TO BIDDERS

1.(A) GENERAL:

On behalf of the Board of Trustees of the V.O.Chidambaranar Port Trust, the Chief Mechanical Engineer, V.O.Chidambaranar Port Trust invites E-tenders from reputed firms with proven ability for “Annual Maintenance Contract work for 1 No.6T & 1 No.10T ELL Wharf Cranes available at V.O.C. Port Trust for a period of one year”

(B) DEFINITIONS AND INTERPRETATIONS:

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

1. “Board”:- The Board means the Board of Trustees of the V.O.Chidambaranar Port, a body Corporate under the Major Port Trusts Act 38 of 1963 represented by the Chairman, and as amended from time to time also Employer herein after called “Board”
2. “Engineer means the Chief Mechanical Engineer of the V.O.Chidambaranar Port Trust and his successors.
3. “Engineer”, in-charge/Engineer representative means the Executive Engineer or a officer appointed by him in writing who shall direct and supervise and be in charge of the works.
4. “Contract” means the documents forming the tender and acceptance thereof and the format agreement executed between the Port Trust and contractor together with the documents referred to therein including the General conditions, special conditions of contract, specifications designs Drawings. Priced Bill of quantities and instruction issued from time to time by the Engineer - in-charge and all the these documents taken together shall be deemed to form one contract and shall be complementary to one another.
5. “Contractor” means the person or persons or firm or company whose tender has been accepted by the Board and the legal personnel representatives or the successors of such firm or company and the permitted assigns of such persons or firm or company.
6. “Contract Price” means the sum named in the tender subject to such additions thereto or deductions there from as may be made under the provisions here in after contained.
7. “Drawings” means the drawing referred to in the contract agreement and any modifications of such drawings approved in writing by the Chef Mechanical Engineer and such other drawings as may from time to time be furnished or approved in writing by the Chef Mechanical Engineer.
8. “Site” means lands and other places on / under / into / in / or through which the “work” are to be executed or carried out and any other lands or places provided by the Board for the purposes of the contract.“Works” or “Works” means the work by virtue of the contract to be executed in accordance with the contract under the relevant schedule whether temporary or permanent and whether original, altered’ substituted or additional.
9. “Schedules” referred to in these conditions shall means the relevant schedule (s) annexed to the tender papers issued by Employer.
10. “Approved” means approved in writing including subsequent written confirmation of previous verbal approval and “Approval” means approval in witting including as aforesaid.
11. “A day” means a day 24 hours from midnight to the next midnight irrespective of the numbers of hours worked in that day.
12. “A week” means seven days without regard to the number of hours worked in any day in that week.
13. “A month” means month according to Gregorian Calendar.

14. "Urgent works" Shall mean any urgent measures which in the opinion of the Engineer-in-charge become necessary during the progress of the works to obviate any risk of accident or failure or which become necessary for security
15. "Constructional Plant" means all appliances or things of whatsoever nature required in or about the executions, completion or maintenance of the 'work' or 'temporary works' (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
16. "Temporary works" means temporary works of every kind required in the execution completion or maintenance of the works and which do not form an item of the work or works.
17. "Trust's Stores" means the storage yards for materials of the Trust any where in the harbour premises.

2. Downloading & Submission of Tender from VOCPT e-tendering web site:

The complete set of tender documents including forms, conditions of contract, work specifications, etc. can be downloaded by contractors registered through e-tendering website <https://etenders.gov.in/eprocure/app> from **13/01/2021 to 03/02/2021 (up to 1500 Hrs)**. The instructions for submitting e-tender is given in the e-tendering website <https://etenders.gov.in/eprocure/app>.

The following scanned copy documents to be uploaded in e-tender (<https://etenders.gov.in/eprocure/app>) while submitting tender:

- 1) **Bid Security:** Scanned copy of signed & filled Bid Securing Declaration Form as per Annexure-IX, accepting that, if the bidder withdraw or modify their bids during period of validity etc., the bidder will be suspended for the time specified in the tender document (Clause 30, Section-II).
- 2) Scanned copy of self attested Particulars with regard to experience (work order with detailed BOQ and satisfactory completion/ performance certificate with value of work done) as detailed under para No.4 Minimum Criteria For Pre-Qualification. In case of bidders submitting satisfactory completion/ performance certificate for work carried out in Non Government organizations/ Private organizations they have to upload Scanned Copy of TDS CERTIFICATE for Bidders carried out work under private organization ought to furnish Form 16A for the proof of deduction of TDS. In case the bidders submitting satisfactory completion/ performance certificate for sub-contract work done by them, bidders has to upload work completion certificate obtained from the principal employer.
- 3) Scanned copy of self attested Audited Financial Statements with profit & loss statements for the three years of the bidder during last three year i.e., 2016-17, 2017-18 and 2018-19 shall be furnished in the enclosed Form No. IV.
- 4) Scanned copy of valid licence "ESB"/"ESA"/"EA" grade issued by the licensing Board
- 5) Scanned copy of Income tax permanent account number card for assessing the income tax.
- 6) The scanned copy of GST, ESI & EPF registration to be uploaded.
- 7) Scanned copy of Annexure I signed and duly filled (Form I Deviation from work/Technical Specification)
- 8) Scanned copy of Annexure II signed and duly filled (Form II Deviation from Tender condition)
- 9) Scanned copy of Annexure III signed and duly filled (Form III Experience)
- 10) Scanned copy of Annexure IV signed and duly filled (Form IV Financial Status)
- 11) Scanned copy of Annexure VII signed and duly filled (e-payment format)
- 12) Scanned copy of Annexure VIII signed and duly filled [Tender acceptance letter]
- 13) Cover II The Schedule of Prices to be filled and uploaded in excel sheet in e tendering website.

The completed tender should be submitted only through online in e-tender website on or before 03/02/2021 up to 15.00 Hrs. The tenders without Bid Securing Declaration Form will be summarily rejected. The Cover I of online submitted tenders will be opened in the e tender website <https://etenders.gov.in/eprocure/app> on 04/02/2021 at 15.30 hours.

3. EVALUATION :

- i. Cover No.1 containing the technical documents to shortlist the eligible bidders will be opened through e-tender procedure on the scheduled date and time i.e on 04/02/2021 at 15.30 hrs.
- ii. After opening the first cover and getting the required technical/commercial clarifications if any based on the information given, Port Trust will prequalify the eligible bidders.
- iii. The bidders will be prequalified based on the documents contained in Cover No.1 The cover No.2 submitted online by the pre qualified bidders alone will be opened through e-tender procedure on a subsequent date which will be intimated to the pre qualified bidders through e mail and post. The decision of the Port Trust in pre qualifying the eligible tenders will be final.
- iv. The terms of tender schedule, conditions of contract, etc. shall not be defaced or detached or detached from the documents.
- v. The V.O.Chidambaranar Port Trust shall have no liability to the bidder in respect of any expenses incurred by him, direct or indirect, in preparing and/or submitting the tender.

4. MINIMUM CRITERIA FOR PRE-QUALIFICATION:

- a) Minimum experience in executing works. : During the last 7 years ending on **31.12.2020** the bidder should have successfully completed the similar works Values of such work done should be as under:-
(Estimate cost - Rs.37,32,000/-)
(Details shall be furnished in Form I)
 - i. Three completed similar works, each similar work costing not less than 40% of Estimate cost - Rs. 14,92,800/- (or)
 - ii. Two completed similar works, each similar work costing not less than 50% of Estimate cost - Rs. 18,66,000/- (or)
 - iii. One completed similar work costing not less than 80% of Estimate cost - Rs. 29,85,600/-
- b) The Average Annual Turnover 30% of :
the estimated cost of ie Rs. 11,19,600/-
Rs.37,32,000/- during the last three years (2016-17, 2017-18 and 2018-19)
Details shall be furnished in Form IV)

Similar works means: Erection & commissioning of ELL Wharf Cranes / Mobile cranes or Repair & Maintenance of ELL Wharf Cranes / Mobile cranes

Bidders participating in the subject tender should have experience in any above similar works done in any Govt Dept./Ports/PSU or in any other reputed private enterprises.

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

- d) **LANGUAGE:** The Bid prepared by the Bidder and all correspondences and documents relating to the Bid exchanged by the Bidder and V.O.Chidambaranar Port Trust shall be written in English language only.
Any work experience certificates from overseas ought to be translated into English and the documents shall be legalized by the Indian Embassy and Notarized.
- e) **SUB-CONTRACT WORK:** For sub-contract work, bidders has to furnish work completion certificate obtained from the principal employer.
- f) **TDS CERTIFICATE:** Bidders carried out work under private organization ought to upload Form 16A for the proof of deduction of TDS.

5. PERFORMANCE SECURITY:

The contractor shall deposit an amount equal to 3% of the accepted tender value as Performance Security, through RTGS/NEFT to the bank account of V.O.Chidambaranar Port Trust as mentioned in section I, Invitation to tender (or) irrevocable Bank Guarantee obtained from the Nationalised / Scheduled Commercial bank having net worth of above Rs.100 crores having its branch at Tuticorin and payable at Tuticorin, in the form as per specimen in Annexure-VI. A letter from the Bank shall also be sent along with the Bank guarantee directly to the Employer within 15 days of placement of work order or before the commencement of work whichever is earlier. However, the Chief Mechanical Engineer may relax the time limit of 15 days and extend it by further period of 10 days in extraordinary circumstances for the reasons recorded by him. If the performance Security is not deposited in time as prescribed above, the work order shall stand cancelled automatically. The performance security will remain in force throughout the period of contract and will be released after settlement of the final bill and after satisfactory completion of the contract. The contractor shall furnish the BG towards performance security by the issuing bank directly through SFMS mode. The amount as stated will not bear any interest. Bank Guarantee, obtained from the Nationalized Bank /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.

6. SECURITY DEPOSIT:

Security Deposit at 10% will be deducted from each running bill subject to a maximum accumulation of 5% of the contract price. The amount being held in deposit as security for satisfactorily maintaining the works free from defects for a period of 12 months after the date of completion of works. If during this period of 12 months any defects are notified which in the opinion of the Chief Mechanical Engineer are due to bad materials used and / or defective workmanship, the contractor shall be required to carry out at the contractor's cost, such repairs as the Chief Mechanical Engineer considers necessary or in the event of contractor failing to do this within a notified time, the Chief Mechanical Engineer may arrange for such repairs to be carried out and deducted the cost of such rectification of the defects from the amount retained without prejudice to the recovery of any amount that may have been spent in excess of this deposit. For the purpose of this clause, the period of 12 months shall count from the date of handing over of the works by the contractor to the Chief Mechanical Engineer. The amount as stated above will not bear any interest.

7. TIME SCHEDULE:

Time allowed for the commencement of AMC work “Annual Maintenance Contract work for 1 No.6T & 1 No.10T ELL Wharf Cranes available at V.O.C. Port Trust for a period of One year” is within 15 days from the date of written order or within the date extended by the Chief Mechanical Engineer as per clause 5 above and the contract shall be for a period of One year. The contractor should also ready to carry out the maintenance works on the equipment for the extended period of one year at the same tendered rate if the necessary arises.

8. RATES TO BE FIGURES AND WORDS:

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

9. CORRECTION/VARIATION:

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

10. SIGNING OF TENDER: The tender shall be signed only by the parties who are themselves in a position to undertake the work and possessing all other resources required for the purpose. The tender shall contain the name, residence and place of business of the person or persons submitting the tender and shall be signed by the bidder with his usual authorized representatives followed by the name and designation of the person signing the document along with a copy of the partnership deed. Tender by a corporation shall be signed in the name of the corporation by a duly authorized representative, and a power of attorney in that behalf shall accompany the tender. A copy of the constitution of the firm with the names and addresses of all the partners shall be furnished. In the case of company, a copy of the Memorandum and Articles of Association shall be furnished.

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

11. WITNESS:

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

12. ALL PAGES TO BE SIGNED:

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

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

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

14. TRANSFER OF TENDER DOCUMENTS:

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

15. OPENING AND ACCEPTANCE OF TENDER:

The tenders submitted online will be opened through e tender procedure at **15.30 hrs**, on **04/02/2021**. Tenders submitted by bidders shall remain valid for acceptance for a period of 120 days from the date of opening of the tenders. The bidder will not be allowed during the declared period of validity to revoke or cancel his tender or to vary any term thereof, without the consent in writing of the Chief Mechanical Engineer. Before opening the tender, VOC Port Trust reserves the right to modify the bidding document and to extend or not to extend the date of submission. Such amendment/modification will be hosted in CPPP portal website.

16. ADDENDA / CORRIGENDA:

Addenda/Corrigenda to the tender documents will be issued by the Chief Mechanical Engineer prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions.

17. COLLECTION OF DATA - BIDDER'S RESPONSIBILITY:

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

18. AMBIGUITY:

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

19. BIDDER'S COMMENTS:

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

20. SIGNING THE CONTRACT:

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

21. JURISDICTION:

The award of contract for the work **“Annual Maintenance Contract work for 1 No.6T & 1 No.10T ELL Wharf Cranes available at V.O.C. Port Trust for a period of one year”** is subject to the legal jurisdiction of the local Courts of Tuticorin (Tamil Nadu) and no other Court other than Courts at Tuticorin (Tamilnadu) will have jurisdiction regarding any matters concerning the contract.

22. INSTRUCTIONS TO BIDDERS TO FORM PART OF THE CONTRACT:

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

23. INSPECTION OF SITE:

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

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

25. LABOUR:

- a. The contract labourers / employees shall display their identity card while inside the Port area.
- b. The contractor shall furnish the personal particulars of their labourers / employees. Also the contractors shall given an undertaking for the good contract of their labourers / employees inside port area.
- c. The contractor shall allow his labourers the government notified national and local festival holiday and also such closed holidays for the Port declared by the employer and also have due regard to local religious and social customs in respect of labourers employed by him.
- d. The contractor has to comply with all statutory requirement of the labour laws.

26. DETERMINATION OF RESPONSIVENESS:

The tender which does not satisfy the terms and conditions as mentioned in the tender, shall summarily be rejected and shall not be considered for further evaluation. The owner will scrutinize tenders to determine whether the tender is substantially responsive to the requirements of the tender document. For the purpose of this clause a substantially responsive tender is one which inter- alia confirms to all the terms and conditions, general conditions of the entire tender documents without any deviation (or) reservation. A tender which in relation to the estimated rates, is unrelating will be rejected as non- responsive. The decision of the owner shall be final in this regard.

27. Compliance with ESI Act 1948:

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

28. Compliance with EPF Act:

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

29. Goods and Service Tax:

The GST shall be paid by the Port at the rates applicable from time to time on submission of bills / invoices as prescribed under GST rules mentioning the full details regarding the Name, Address, GST Registration Number of the bidder along with the description, classification and value of taxable services and GST payable thereon. The GST shall be reimbursed by the Port

to the Contractor on his making available the GST claimed by him in GSTR against the Port GST number.

- 30. In case of any bidder found indulged in corrupt, fraudulent, coercive, undesirable and restrictive practices during the bidding process, VOC Port Trust is entitled to debar the bidder for a period not exceeding three years.**
- 31. Extension of Contract:** The contract may be further extended with the same terms and condition of agreement if required by one more year subject to the discretion and options of the Port, based on the performance of the contractor.
- 32. Short closing of Contract:** If V.O.Chidambaranar Port Trust commences infrastructure development works in VOC wharf 3 and 4 for the improvement of Port on national interest, the contract will be short closed by one month notice and the performance security will be returned as per terms and conditions.
- 33. CONVERSION OF CURRENCY:**
For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 55 (Rupees fifty five) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 30 (thirty) days prior to the Tender Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
- 34. Stoppage of AMC for 6 Ton:**
Proposal for survey reporting the 6 Ton Hook Crane is under process and in case survey reported during the contract period, the AMC for 6 Ton Hook Crane must be stopped by one month notice before decommission and the payment for that crane will not be provided further. Also, Electrical Assistant (ITI in Electrician/Wireman/Electronics)- '3Nos.' in Clause 3, Section-IV may be minimized as '1 No.' in such case.

SECTION - III
GENERAL CONDITIONS

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

13. Contractor's Employees:

The Contractor shall provide and employ on the site in connection with the execution and maintenance of the works.

- a) Only such technical assistance as are skilled and experienced in their respective callings and such sub-agents, foreman and leading hands as are competent to give proper supervision to the work they are required to supervise and
- b) Such skilled, semi-skilled and un-skilled labour as is necessary for the proper and timely execution and maintenance of the works.

14. Removal of Workmen:

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

15. Care of Works:

From the commencement to the completion of works the Contractor shall take full responsibility for the care thereof and of all Temporary works and in case any damage, loss or injury shall happen to the works or to any part thereof or to any Temporary works from any cause whatsoever shall at his own cost repair and make good the same so that at completion, the works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Engineer's instructions. In the event of any such damage, loss, injury happening from any of the Expected Risks the Contractor shall if and to the extent required by the Engineer and make good the same as aforesaid at the cost of the Employer. The Contractor shall also be liable for any damage to the works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations.

16. Insurance Against Accident etc., to Workmen:

The Contractor shall insurance against such liability with an insurer approved by the Employer and shall continue such insurance during the whole of the time that any persons employed by him on the Works and shall when required produce to the Engineer or the Engineer's Representative such policy of insurance and the receipt for payment of the current premium. Provided always that in respect of any persons employed by any sub-Contractor the Contractor's obligation to insure as aforesaid under this Sub-Clause shall be satisfied if the Sub-Contractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy but the Contractor shall require such Sub-Contractor to produce to the Engineer or the Engineer's Representative when required such policy of insurance and the receipt for payment of the current premium.

17. Remedy on Contractor Failure to Insure:

If the Contractor shall fail to effect and keep in force the insurance referred to in Clause 16 hereof or any other insurance which he may be required to effect under the terms of Contract then and in any such case the Employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by Employer with interest as per scale of rates of the Port as approved by TAMP from time to time) as aforesaid from any money due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

18. Giving of Notice and Payment of Fees:

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

19. Compliance with Rules and Regulations: The Contractor shall at all times during currency of contract conform to and comply with the Regulations and Bye-Laws of the State or Central Government or of the Board and of all other local authorities the provisions, contained in the various labour acts enacted by the State Legislature and Central Parliament in force and the rules made there under including those under Minimum Wages Act, Factories Acts, the Indian Electricity Act and Rules framed under it, Workmen Compensation Act, Provident Fund and Miscellaneous Provisions Act. Health and Sanitary arrangements for worker safety code and Contract Labour (Regulation and Abolition) Act, 1970 and the Contract (Regulation and Abolition) Central Rules 1971 etc., for welfare and protection of works, workers or for the safety of the public and other insurance provisions.

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

20. Supply of Plant, Materials and Labour

Except where otherwise specified the Contractor shall at his own expense supply and provide all the

- a) Constructional Plant, temporary works, materials both for temporary and for the permanent works, labour (including the supervision thereof) transport to or from the site and in and about the works and other things of every kind required for the construction, completion and maintenance of the works.
- b) The Contractor shall not hire out any item of plant or equipment brought by him in connection with the execution of the work under the contract to any other party in connection with any work of the latter in the Port without the written permission of the Engineer and such permission may or may not be granted by the Engineer.
- c) The Contractor shall at his own cost make due arrangements for the proper watch and safety of all materials and plant supplied to him by the Employer / or brought by him for use on this work. The Contractor shall arrange to operate the machinery in proper care with all safety precaution. He shall not remove such constructional plant or materials from the site without the permission of the Engineer.
If any of the materials supplied or constructional plants hired out by the Department are lost or damaged in any way due to negligence or carelessness on the part of the Contractor or any of his employees, the cost thereof as determined by the Engineer shall be recovered from the Contractor from any money due to him or to become due to him.
- d) Removal of plant etc., upon completion of works the Contractor shall remove from the site all the constructional plant and temporary works remaining thereon any unused materials provided by the Contractor.

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

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

21. Materials to be Supplied by the Contractor:

The procurement of all the necessary materials for the completion of the works shall be sole responsibility of the Contractor which shall conform to I.S. Specifications. For any delay in procurement / non-availability etc., the Contractor is solely responsible.

22. Bribes, Commission and Corrupt Gifts:

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

23. Precautions Against Water-Borne Diseases:

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

24. Precautions Against Air & Water Pollution:

Every precaution shall be taken by the Contractor to prevent air and water pollution resulting from his operations as per requirements of the appropriate authorities.

The hazardous wastes shall be disposed off only to the genuine processors having requisite in accordance with the Implementation of Hazardous Waste Rule, 1989, notified under Environment Act, 1989 and the Rules and Regulations made thereunder from time to time.

25. Inflammable Stores:

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

26. Engagement of Labour:

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

27. Supply of Water:

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

28. Alcoholic Liquor or Drugs:

The Contractor shall not, otherwise than in accordance with the Statues, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor, or drugs, or permit or suffer any such importation,

sale, gift, barter or disposal by his Sub-Contractors, agents or employees.

29. Compliance with Regulations etc:

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

30. Fair Wages:

The Contractor shall pay the labour engaged by him on the work not less than fair wages which Expression shall mean whether for the time or piece work the labour rates or wages as fixed by the Central Public Works Departments as fair wages of the state payable to the different categories of labourers or those as notified under the Minimum Wages Act for the District for Corresponding employees of the Employer whichever may be higher.

The Contractor shall pay the labour engaged by him on the work not less than the minimum wages notified under any Central or State law as applicable to the Port and he shall not engage persons below the minimum age fixed under any such law applicable.

31. Wage Records:

The Contractor shall maintain records of wages and other remuneration paid to his employees in such forms as may be convenient and to the requirements of the Engineer and conciliation officer, Central Ministry of Labour Government of India or such other authorised persons appointed by the State Government. The Contractor shall also exhibit the different notices as required under the Minimum Wages Act, 1949, Payment of Wages Act, 1936 and other Acts, Rules and Regulations made thereunder from time to time.

32. Inspection of Wage Records:

The Engineer or the Engineer's Representative or any other person authorized by them on their behalf shall have power to make enquiries with a view to ascertain a proper observance of the fair Wage Clause. He shall also have the power to investigate into any compliance regarding any default made by the Contractor or Sub-Contractor in regard to such provisions and also the provisions made in the Contract Labour Act.

33. The Engineer shall have the right to deduct from the moneys due to the Contractor any sum required or estimated to be required by making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the Contract or non-observance of the Regulations.

34. Accidents:

The Contractor shall within 24 hours of the occurrence of any accident at or about the site or in connection with the execution of the work report such accidents to the Engineer / Engineer's Representative. The Contractor shall also report such accidents to the competent

authorities to whom such report is required by law.

35. Wage book & Wage Slip:

The Contractor shall maintain:

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

36. Preservation of Books & Slips:

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

37. Return of Labour Etc:

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

38. General:

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

39. Materials Brought to Site:

All Materials brought to the site shall become and remain property of the Employer and shall not be removed off the site without the prior written approval of the Engineer. But whenever the works are finally completed and advance if any in respect of any such materials is fully recovered the Contractor shall at his own expenses forthwith remove from the site all surplus materials originally supplied by him and upon such removal, the same shall revert in and become the property of the Contractor.

40. Access to Site:

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

41. Examination of Work before Covering Up:

No work shall be covered up or put out of view without the approval of the Engineer or the Engineer's Representative and the Contractor shall afford full opportunity for the Engineer or the Engineer's Representative to examine and measure any work which is about to be covered up, painted or put out of view and to examine foundations, etc., before permanent work is placed thereon. The Contractor shall give due notice to the Engineer's Representative whenever any such work or foundations is or are ready or about to be ready

for examination and the Engineer's Representative shall without unreasonable delay unless he considers it necessary and advises the Contractor accordingly attend for the purpose of examining and measuring such work or of examining such foundations.

42. Removal of Improper Works and Materials:

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

- a. The removal from the Site within such time or times as may be specified in the order of any materials which in the opinion of the Engineer are not in accordance with the Contract
- b. The substitution of proper and suitable materials and
- c. The removal and proper re-execution (not withstanding any previous test thereof or interim payment therefor) for any work which in respect of materials or workmanship is not in the opinion of the Engineer in accordance with the Contract.

SECTION - IV
SCOPE OF ANNUAL MAINTENANCE CONTRACT

1. OBJECTIVE:

The objective is to outsource the maintenance and related activities of Cranes available in I & II berth of VOC wharf . This document defines the detailed scope of work.

2. PERIOD OF AMC: One year.

The contractor shall bind a agreement with M/s. ABB, OEM for Electrical Drives for attending repair and maintenance in the Cranes for the entire contract period and copy of same shall be submitted to this Port after successful awarding of work.

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

3. MINIMUM MANPOWER REQUIRED:

A. General shift

- | | |
|---|----------|
| a) Manager / In-charge (Graduate Engineer) | - 1 no. |
| b) Electrical Assistant (ITI in Electrician/Wireman/Electronics) | - 3 nos. |
| c) Mechanical Assistant (ITI in Motor mechanic /Diesel Mechanic/fitter) | - 1 no. |
| d) Welder - ITI in the trade of Welder | - 1 no. |
| e) Support Staff | - 1 no. |

7 Nos.

Note: Electrical Assistant (ITI in Electrician/Wireman/Electronics)-3Nos. may be minimized as 1 No., in case the 6 Ton Hook Crane is survey reported.

B. In Shifts

- | | |
|--|---------|
| a) Shift Incharge (Mechanical) - Diploma in Mechanical Engineering with Minimum two years experience in repair and maintenance of cranes | - 1 no. |
| b) Shift Incharge (Electrical) - Diploma in Electrical and Electronics engineering / Electronics and Communication Engineering with minimum two years Experience in VVVF drive panel | - 1 no. |
| c) Mechanical Assistant (ITI in Motor mechanic /Diesel Mechanic/fitter) | - 1 no. |

| | | |
|---------------|----------|----------------|
| General Shift | = | 7 Nos. |
| Shift 3 x 3 | = | 9 Nos. |
| | | ----- |
| Total | = | 16 Nos. |
| | | ----- |

Note: Additional employees, if required shall be engaged by the contractor for leave reserve and as reliever to the existing staff.

4. SCOPE OF WORK:

a. BREAKDOWN MAINTENANCE:

Breakdown maintenance of all components of ELL wharf cranes mentioned in the document.

MECHANICAL:

1. General checking of crane.
2. Topping oil in gearboxes
3. Checking lubrication of crane.
4. Lubrication of wire ropes.
5. Replacement of bearings, wheel shafts, couplings, pedestals, gears, etc.

6. Drive mechanisms - All motions (Hoist/ Slew/ Luff /LT), replacement of gear boxes, bearings, oil seals, gas cuts, gears, input/output shafts, couplings, coupling bolts, drive shafts, pulleys, etc.
7. Wire Ropes - Replacement of wornout/broken/crushed/damaged wire ropes. Arranging for wire rope clamps.
8. Hook block of hoists - Replacement of damaged / wornout hooks. Replacement of damaged / defective pulleys and any other damaged components of the hook blocks.
9. Checking and replacement of crane end stoppers on LT
10. Checking and repairing bogie system on end carriages and repairing damages to structures.
11. Checking and replacement of brake units / brake liners, replacement of springs, adjustment of studs etc.

ELECTRICAL:

12. Attending breakdown of electrical nature.
13. Replacement / minor repair of motors.
14. Replacement of fuses / fuse holders in electrical panels.
15. Replacement of contactor or contact points, if necessary.
16. Replacement of cables.
17. Repair / replacement of incoming mains switches on panel.
18. Replacement / checking of brake units.
19. Maintenance of junction boxes of all motions (Hoist/ Slew/ Luff /LT) .
20. Repair / Replacement of cable trolleys.
21. Repairs / Replacement of floor operation push button pendent including push buttons.
22. Repair / Replacement of master control switches.
23. Topping / Replacement of oils in brake units.
24. Tightening loose connection on terminal boards.
25. Checking / Repair / Replacement of rotary and counterweight limit switches.

ELECTRONICS:

26. Repair of control system, communication system and other electronics faults in Cranes
27. Replacement of PCB or push buttons in case of faults.
28. Replacement / Adjustment / Tuning of variable frequency drives (VVVF).

CLEANING OF CRANES:

29. All cranes to be cleaned 4 times at regular intervals in a year to remove any kind of waste materials / dust / oils/ grease, unused cables, etc.

b. PREVENTIVE MAINTENANCE:

30. Preventive maintenance of all ELL cranes mentioned in the document

5. TERMS & CONDITIONS

1. The contractor's personnel shall be available in the Port premises in all three shifts of all working days for attending maintenance of cranes.
2. Emergency breakdown during Sundays and holidays shall also be attended.
3. Sufficient staff shall be maintained by the contractor for undertaking the work.
4. A daily breakdown and monthly breakdown report (including downtime data of each crane) and report of major work shall be submitted to the Engineer In-charge/ Mech & Electrical section after endorsement from concerned Maintenance In-charge.
5. The contractor shall adhere to the priority fixed by the Maintenance/Cranes In-charge for taking urgent repair work.
6. Preventive Maintenance work of the Cranes shall be done periodically as per the checklist provided by VOCPT.
7. As VOCPT has been accorded with ISO-9001 & ISO-14000 certifications, the

- contractor shall carry out qualitative work and environment friendly activities. Necessary documentation /paper work shall also be maintained.
8. Contractor shall arrange his own tools and tackles for removal, dismantling, assembling and reinstallation of hoist/motors/Gearboxes, etc. However, all spares including consumables like gear oil, dashpot oil, grease, cotton waste, contactors, relays, Electronic cards etc and facilities like rewinding of motors, coils, etc shall be provided by VOC PT free of cost. However, the contractor to minimise the breakdown time, shall adopt vigilant action for better parts / methods voluntarily.
 9. Contractor shall maintain all records like breakdown forms, spares list, all other records pertaining to his work.
 10. The contractor shall maintain accidents / incidents register.
 11. For working at heights, Work Permit System shall be followed and record maintained.
 12. No foreign/used unused/scrapped/broken parts shall be left on the crane so that likely accidents due to their falling are avoided.
 13. All used/worn out/scrapped/replaced spares/parts shall remain be the property of VOCPT.
 14. The contractor and their employees will observe all the laws/enactments, rules and regulations of VOCPT and also the statutory and legal requirements of Central and State government.
 15. Utmost care should be taken by the contractor to repair the cranes in a proper way and with quality workmanship so as to adhere to the safety requirements as per the latest version of TN Factories act.
 16. All contractor's personnel shall use PPE's (Personnel Protection Equipment).
 17. Contractor shall provide insurance cover to all the personnel employed by him.
 18. All consumables like, cotton waste, Diesel for cleaning the cranes, oils, lubricants like grease, wire rope lubricants, spares will be supplied by the Port for carrying out the routine maintenance etc. But it is the responsibility of the contractor to furnish the requirement list of spares and consumables in writing, well in advance to concern AE/AEE (Electrical or Mechanical) Wharf Crane.
 19. All major/minor repairs, (exclusion - replacement of structures and slew bearing etc.) preventive maintenance and periodical maintenance shall be attended by the contractor. All Spares (Mechanical, Electrical and Electronics) will be supplied by the Port.
 20. Steel material required for attending repair works in crane structures shall be provided by the Port.
 21. Full painting shall be carried out once in the contract period. Paint will be supplied by the Port. Painting scheme shall be one coat primer, one coat intermediate and one coat finish paint. The cabin and panel beadings shall be changed once in the contract period. The painters and staff required for painting, beading changing and scaffolding arrangements shall be arranged by the contractor.
 22. Competent authority and Test loads required for Annual thorough examination, load testing of Cranes and hook blocks as per dock safety regulations shall be arranged by VOCPT. Conveyance of test loads shall be arranged by the contractor.
 23. The cranes should be cleaned with pressurised water jets, whenever required. Only Water for cleaning the crane shall be provided by VOCPT at free of cost. Suitable water storage tank/truck, hose arrangements shall be arranged by the contractor
 24. Contractor shall make their own arrangement for transporting wire ropes, oil barrels, and other heavy items from wharf crane sub-dn. stores/main store to their work spot/store.
 25. Periodical checking of electrical controls, safety features, etc. shall be carried out by the contractor for which representative from ABB and/ or original manufacturer of components shall be engaged if required at contractor's cost.
 26. Customs clearance, if any, required for taking materials in/out of the Port shall be obtained by the contractor from the Customs department. VOC Port Trust will issue necessary papers.

27. The contractor shall employ minimum staff strength of 16 members and shift staff as detailed in the section IV, clause 3.
28. Engineers, technicians engaged by the contractor should have previous experience in the maintenance of similar ELL Wharf cranes with VVVF drives.
29. Photo identity cards for staff engaged by the contractor shall be issued by VOCPT on chargeable basis at the prevailing rate as per the policy of the Port.
30. The contractor shall obtain necessary licence for engaging workers from labour commissioner as may be stipulated by the labour Commissioner. The contractor shall arrange insurance coverage for the workmen to be engaged by them at their cost.
31. The preventive maintenance shall be carried out by the contractor as per schedule recommended by VOCPT, with the help of their group of technicians and skilled workers.
32. Support services shall be provided by the contractor during operation of the cranes through their employees, who shall attend to any fault in the crane during cargo handling operation.
33. Break down maintenance shall generally be attended to by the contractor immediately after occurrence, unless otherwise decided due to constraints such as major breakdown, non-availability of spares, unsafe condition, late night breakdown, non-availability of handling facilities, etc. If the down time is due to the contractor's account, the same shall be considered for penalty.
34. Major break down like replacement of wire ropes, structure etc. shall be attended to by the contractor during general shifts. Main components of drive units will be replaced from the stock available with Port. If there is no stock with VOC Port Trust, the parts shall be supplied (or) repaired by the contractor and installed.
35. Interruption in the crane operation due to faults in the drive system shall be attended to by the contractor with the help of their technicians available during 1st 2nd and 3rd shifts.
36. The contractor shall provide suitable transport arrangements for mobilizing the personnel to the crane from the places as required for smooth execution of the contract.
37. The contractor shall ensure that, their employees are adhering safety practices by wearing all personal protective equipment like helmets, safety shoes, nose masks, safety belts, etc. The contractor shall supply helmets, safety shoes, nose masks, safety belts, etc. to their employees at their cost.
38. The contractor shall ensure that all two cranes are available for 90% of available hours in a month per crane, failing which the penalty as per clause (12) of section V shall be deducted from the contractor's monthly bills.
39. Wire ropes, sockets required for socketing supplied by the port. Socketing with IDLR certificate shall be contractor's scope, and shall be carried out well in advance as per instructions of the Engineer.
40. The cranes will be operated by the Port operators.

Sd/-

CHIEF MECHANICAL ENGINEER

SECTION - V
SPECIAL CONDITIONS OF CONTRACT

- 1) Electricity for carrying out welding work in the Cranes and Grabs for its maintenance shall be given free of cost. Power consumed at their office shall be paid by contractor at the existing tariff rate on chargeable basis. Necessary meter shall be provided by the contractor.
- 2) Fire service clearance shall be given free of cost during maintenance period subject to adhering to safety measures prescribed by the Harbour master/ Deputy Conservator.
- 3) All Tools like Spanners, callipers, Jacks etc, Welding rods, Gases required for welding and other accessories required for the maintenance of cranes shall be arranged by the contractor.
- 4) The contractor shall pay the minimum wages to the personnel engaged by them as prescribed in the Minimum Wages Act. If the personnel are engaged more than 8 hours, they should be compensated for the extra work. The contractor has to take the insurance policy covering all type of risks of all employees engaged by them for this work. The personnel engaged by the contractor shall be covered under EPF, ESI Act only after furnishing necessary documentary evidence every month, the monthly bill will be passed for payment.
- 5) **Contractor's office and workshop:** Ground rent shall be chargeable for the area occupied for the above use, as per existing tariff. The buildings should not be used for residential purposes. The contractors shall at their own cost and expense shall arrange for watch and ward security at the above location.
- 6) **Accommodation:** Port Trust is not responsible for providing any accommodation to the contractor's staff/labour in the port premises.
- 7) 20 T ELL cranes may be used for attending repairs if any at free of cost without hindrance of Port operation subject to availability. Mobile cranes if any required may be arranged by the Port. Slings, lifting tackles etc, shall be arranged by the contractor.
- 8) **UNIFORM:** The personnel employed for the operation and maintenance of the crane should be in proper uniform during their duty hours. Uniform is inclusive of safety shoe, helmet, nose mask etc.
- 9) **PAYMENT TERMS:** AMC charges shall be paid on monthly basis on the rate accepted in the contract. For the case of penalty if any, the amount shall be deducted in the monthly bill, when the equipment availability is below 90% for the corresponding month as per clause 12 under this section (V).
- 10) Income Tax and any other Tax payable will be deducted at source as per rules from time to time. Service tax if any will be paid on production of documentary proof of remittance only.
- 11) **Liquidated Damages:** If the Contractor fails to commence the work within the period specified or within such extended period as may be allowed by the Competent Authority as per Clause 5 of in section-II, the contractor shall pay or allow to the Board a sum equivalent to 1 % of the value of the contract for every week (7 days of delay) or part thereof subject to a maximum of 10% of the total value of contract as liquidated damages beyond the said period or extended period, as the case may be during which the contractor fails to commence the work. Such damages shall be deducted by the Board from any moneys due to become or due to the Contractor.

12) **Penalty for shortfall in availability during AMC Period:**

The availability of each of the two cranes should be a minimum of 90% in every month measured in hours. Penalty is leviable if availability of any crane falls short of 90%. In case of any shortfall due to their account, penalty per hour and part thereof shall be deducted from the bill submitted by the contractor at per hour rate of Annual Maintenance Contract (Short fall hours (Availability below 90% in a month) x AMC rate per crane per month / 24 Hrs. x 30 days).

- 13) Penalty for non-deployment of any of the man power as per tender shall be levied for each day at equi - proportionate amount of AMC quoted for the month.
- 14) Following statements in the prescribed format shall be produced at the end of every month to the department
- i) Availability statement
 - ii) Manpower attendance
 - iii) Status of safety items in the crane
 - iv) Preventive maintenance schedule
 - v) Consumable statement
 - vi) Break down details
 - vii) Documentary evidence for complying with ESI & EPF ACT, insurance coverage.
- 15) The contractor shall be liable for all acts of omission or commission of the personnel deployed and also for all liabilities pertaining to their salaries, victuals, medical facilities, insurance coverage and any other requirement pertaining to personnel at the cost of the contractor.
- 16) The contractor shall comply with and shall ensure due compliance of all Indian Laws related to the deployment of labour.
- 17) If any claims or legal proceedings are filed against the crane or the owner by virtue of legal proceedings arising because of the activities of the contractor in the crane, the contractor shall immediately notify the owner and the contractor shall take immediate action, legal or otherwise, to free the crane or owner from the claim, demand or lien thereupon placed. If the contractor fails to do so, the owners defend the same at the expense of the contractor.
- 18) No cooking shall be permitted inside the work spot. No alcoholic drinks will be permitted inside the work spot and no personnel with alcoholic influence will be permitted to enter into the work spot.
The contractor shall ensure that the personnel employed for this work do not smoke inside the Port area.
- 19) Statutory requirement as per Labour Department and Dock Safety Inspectorate as per regulation should be adhered by the Contractor.
- 20) All safety precautions shall be strictly adhered to.
- 21) The contractor and their employees should be complied with Quality Management (ISO 19000:2008) and Environmental regulations (14000:2004) Electricity Act, Dock Safety regulations.
- 22) Staff: The staff engaged for by the contractor shall be given periodical safety training and periodical medical check-up by the contractor (once in a year) to comply with IDLR requirement. Electrician/Supervisor working in electrical line accessories shall be qualified as per the requirement of electricity act.
- 23) The contractor shall get the bio-data and proof of qualification of the personnel engaged for repair and maintenance of the crane and get it approved by the Chief Mechanical Engineer prior to the placement. Any changing in manning has to be done only with the approval of Chief Mechanical Engineer. The Contractor shall provide

suitable transport arrangements for mobilising the personnel to the crane from the places as required for smooth execution of contract.

- 24) **Insurance:** The contractor shall arrange for insurance coverage for their employees engaged in the AMC work, including workers employed on temporary basis like special repair work, painting work etc above 9 meters.
- 25) **INSTRUCTIONS TO BIDDERS TO FORM PART OF THE CONTRACT:**
All these instructions conditions, special conditions, if any, work specifications contained in the tender document and any correspondence related to this Contract shall form part of the agreement.
- 26) **PRECAUTION AGAINST AIR AND WATER POLLUTION:** Every precaution shall be taken by the contractor to prevent air and water pollution resulting from his operations as per requirement of the appropriate authorities. The hazardous waste shall be disposed off only to the genuine processors having requisite approval in accordance with implementation of hazardous waste rules 1989, notified tender environment Act, 1989 and rules regulations made there under from time to time.
- 27) **LABOUR:** The contract labourers / employees shall display their identity card while inside the Port area.
- 28) The contractor shall furnish the personal particulars of their labourers / employees. Also the contractors shall give an undertaking for the good conduct of their labourers / employees inside port area.
- 29) The contractor shall allow his labourers the government notified national and local festival holiday and also such closed holidays for the Port declared by the employer and also have due regard to local religious and social customs in respect of labourers employed by him.
- 30) The Bidder shall give clear indication in his tender of the parts which would be required for working the plant he does not propose to include in the quotation, where such clear mention is not given it will be construed that the quotation covers all parts not so indicated.
- 31) The Contractor shall indemnify the Board against any action, claim or demand or expenses arising from any infringements of patents, designs or other protected rights.
- 32) The Contractor shall be responsible for any accident, damage or injury caused to any of his employees during the execution of this work and shall hold the Board blameless in respect thereof and also in respect of any reason whatsoever.
- 33) The Contractor shall be responsible for all structural or decorative damage to property and for injury caused by work or workmen to persons, animals or things and shall hold the Board blameless in respect thereof, he shall also be responsible for any injuries or damages caused to the works by inclemency of weather and shall rectify at his own cost or damages caused by the same and thoroughly complete the whole of the works.
- 34) The Chief Mechanical Engineer or his representative shall be at liberty to object to and require the contractor to remove from the works any person employed by the Contractor for the works, who in the opinion of the Chief Mechanical Engineer or his representative, misconduct himself or his incompetency or negligence in the proper performance of his duties and such persons shall not be again employed upon the works, without the permission of the Chief Mechanical Engineer.
- 35) The Board shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other persons in the employment of the Contractor or any subcontractor

and the Contractor shall indemnify compensation and against all claims, demands, proceedings cost charges and expenses whatsoever in respect thereof or in relation thereto.

- 36) The Contractor shall be solely responsible for reporting to the Board and Police Department immediately of any serious or fatal accidents inside the Harbour premises to any of his employees/workmen engaged by him.
- 37) In the event of any dispute arising during the period of contract for **Annual Maintenance Contract work for 1 No.6T & 1 No.10T ELL Wharf Cranes available at V.O.C. Port Trust for a period of One year** the decision of Chairman/VOCPT shall be final and binding on the contractors.

Sd/-
CHIEF MECHANICAL ENGINEER

SCHEDULE OF DEVIATIONS FROM TECHNICAL SPECIFICATIONS

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

| <u>SECTION NO</u> | <u>SPECIFICATION CLAUSE NO.</u> | <u>DEVIATION</u> |
|-------------------|---------------------------------|------------------|
|-------------------|---------------------------------|------------------|

The Bidder hereby certified that the above - mentioned are the only deviations from the Technical specification and tender conforms to the specification in all respects.

Company Seal :

Signature :

Designation :

Company :

Date :

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

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

| SECTION NO | SPECIFICATION CLAUSE NO. | DEVIATION |
|-------------------|---------------------------------|------------------|
|-------------------|---------------------------------|------------------|

The Bidder hereby certified that the above - mentioned are the only deviations from General and special conditions and General rules and directions of this tender inquiry and tender conforms to the specification in all respects.

Company Seal :

Signature :
Designation :

Company :
Date :

EXPERIENCE

Experience in similar type of work for the last seven years ended **31.12.2020**

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

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

Contractor

FINANCIAL STATUS

Summary of yearly turnover on the basis of the Audited Balance Sheet for the last three financial year (2016-17, 2017-18 and 2018-19)

| <i>Sl. No.</i> | <i>Financial year</i> | <i>Total Turnover</i> |
|----------------|-----------------------|-----------------------|
| 01 | Year 2016 - 2017 | Rs. |
| 02 | Year 2017 - 2018 | Rs. |
| 03 | Year 2018 - 2019 | Rs. |

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

Contractor

**V.O.CHIDAMBARANAR PORT TRUST
FORM OF AGREEMENT**

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

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

WHEREAS the Board of Trustees of the V.O.C Port Trust is desirous of construction the
work comprising for "Annual Maintenance Contract work for 1 No.6T & 1 No.10T ELL Wharf
Cranes available at V.O.C. Port Trust for a period of one year"

WHEREAS the contractor has offered to execute, complete and maintain such works and
whereas the Board has accepted the tender of the contractor.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

CONTRACTOR

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

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

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

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

Signed and sealed by

The Contractor in the presence of

SPECIMEN FORM OF BANK GUARANTEE BOND (FOR PERFORMANCE SECURITY)

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

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

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

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

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

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

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

7. We * _____ further agree the Port, that the Port shall have the fullest liberty without consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Port against the said Contractor(s) or for any forbearance, act or omission on the part of the Port or any indulgence by the Port to the said Contractor(s) or by any such matter or thing whatsoever which under the Law relating to sureties would but for this provision, have effect of so relieving us.

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

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

9. This guarantee is valid upto _____ (period)

Dated the day of 200 for**

Indicate here the name of the Bank

Indicate here the period or date.

Contractor

E- Payment

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

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

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

Yours sincerely

(Signature of Contractor)

E-PAYMENT- Payment of contractor bills through Bank:-Payment due to the contractor may , if so desired by him by made to the Bank instead of direct to him provided that the contractor furnishes to the Engineer - in- charge (1) an authorization in the form of a legally valid account such as power of attorney conforming authority on the Bank to receive payments and (2) his own acceptance of the correctness of the account made out

as being due to him by employer or his signature on the bill or other claim preferred against employer before settlement by the Engineer - in charge of the account or claim by payment to the Bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment the contractor should wherever present his bills duly receipted and discharged through his bankers. Nothing here in contained shall operate to create in favour of the Bank any rights or equities vis - a vis the Board. The date on which e - payment to the contractor by the employer will be considered as the date of payment for all purposes. Delay in making such payments by the employer due to to exceptional circumstances shall not nullify or vitiate in any way or other the conditions of the contract and the contractor shall have no claim on this account.

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

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

a)State Bank of India, Main Office, Tuticorin

b)Indian Overseas Bank, harbour Branch

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

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

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

Notice Inviting e-tender for the work “Annual Maintenance Contract work for 1 No.6T & 1 No.10T ELL Wharf Cranes available at V.O.C. Port Trust for a period of one year”

TENDER ACCEPTANCE LETTER

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

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

Sir,

Subject: Acceptance of terms and conditions of tender for “Annual Maintenance Contract work for 1 No.6T & 1 No.10T ELL Wharf Cranes available at V.O.C. Port Trust for a period of one year”

Tender reference No. MEE/SEEL/El/F.18(9)/2021

1. I/We have downloaded / obtained the tender document(s) for the above mentioned tender/work form the website namely <https://etenders.gov.in/e procure/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 (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 has 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 and I/We may be disqualified from bidding for any contract with you for the time specified in the tender document (Clause 30, Section-II).

Yours faithfully,

(Signature of the bidder with official seal)

Note: In case 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.

Bid Securing Declaration Form

Date: _____

Tender No. MEE/SEEL/Elc/F.18(9)/2021

To

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

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for the time specified in the tender document if I am /We are in a breach of any obligation under the conditions specified in the bid document, because I/We

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: _____ (insert signature of person whose name and capacity are shown)

in the capacity of _____ (insert legal capacity of person signing the Bid Securing Declaration)

Name: _____ (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)