



# **V.O.CHIDAMBARANAR PORT TRUST**

## **(MEE DEPARTMENT)**

### **E-TENDERING**

#### **TENDER DOCUMENT FOR**

**CAMC of CCTV system in Port Administration Building for a period of four years-Reg.**

**Tender No. MEE/SE3EL/Elec/F.18(9)/V1/2018-19-02**

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**TENDERS WILL BE DOWNLOADED ONLINE FROM 01/06/2019 to 17/06/2019 to (upto 1500 Hrs.). & COMPLETED TENDERS ARE TO BE SUBMITTED ONLINE ON OR BEFORE 1500 HRS on 17/06/2019 AND TECHNICAL BIDS WILL BE OPENED AT 15:30 HRS on 17/06/2019**

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

**SUB:“ CAMC of CCTV system in Port Administration Building for a period of four years–Reg.**

**Ref.: MEE/SE3EL/Elec/F.18(9)/V1/2018-19-02**

Respected Sir,

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

Thanking you,

Yours faithfully,

**-Sd-**

Chief Mechanical Engineer

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

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# V.O.CHIDAMBARANAR PORT TRUST

(MEE DEPARTMENT)

## **NOTICE INVITING TENDER (NIT)**

**Only through E-Tendering Mode**

VOCPT E-Tendering Website: [www.tenderwizard.com/VOCPT](http://www.tenderwizard.com/VOCPT)

**Tender No. MEE/SE3EL/Elec/F.18(9)/V1/2018-19/02**

**On line** Tenders ( in Two Bid system) are invited by V.O.Chidambaranar Port Trust Tuticorin from reputed contractors for fulfilling Minimum Qualifying Criteria as stipulated in this notice for the work of **“CAMC of CCTV system in Port Administration Building for a period of four years”**

<b>1</b>	Estimate Amount	<b>Rs. 39,35,102/-</b>
<b>2</b>	Period of Contract	Four Years
<b>3</b>	Downloading of Tender from VOCPT on line e-tendering web site.	<b><u>01/06/2019 to 17/06/2019</u></b> (up to 1500 Hrs.)
<b>4</b>	Last Date and Time for submission of Tenders on line.	BEFORE <b>1500 Hrs. on <u>17/06/2019</u></b>
<b>5</b>	Submission of Hard copies of Technical Bid & tender	<b><u>17/06/2019</u> after 15:30 hrs</b>
<b>6</b>	Online Technical Bid opening date and time	At 1530 <b>Hrs. on <u>17/06/2019</u></b>
<b>7</b>	Validity of tender	120 days from the date of opening the technical bid
<b>8</b>	Earnest Money deposit EMD.	<b>Rs. 79,000/-</b>  Payment in the form of RTGS/NEFT payable to V.O.Chidambaranar Port Trust, Tuticorin, Tamil Nadu state, India (Account details given in the section I invitation to tenders).

-Sd-  
CHIEF MECHANICAL ENGINEER

## SECTION NO: I - INVITATION TO TENDER

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### 1.1 **TENDER NOTICE:**

Electronic Tenders (Online) are invited in '**TWO BID SYSTEM**' on behalf of **V.O.CHIDAMBARANAR PORT TRUST (VOCPT)** from reputed and experienced contractors for the work of : "CAMC of CCTV system in Port Administration Building for a period of four years"

(Tender No.: MEE/SE3EL/Elec/F.18(9)/V1/2018-19-02).

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

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

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

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

A	Name and Address of the Bank	Indian Overseas bank, Harbour branch,Tuticorin-628004.
B	Name of the branch	Harbour branch
C	IFSC code	IOBA0000143
D	Account no	0143010000000001
E	Type of account	Savings account
F	Beneficiary's Name	V.O.Chidambaranar Port Trust

## IMPORTANT INSTRUCTIONS AND GUIDELINES TO TENDERERS FOR E-TENDRING

Tenders Only Through E-Tendering Mode. ([www.tenderwizard.com/tenders](http://www.tenderwizard.com/tenders) )

Note: Instructions for Tenderer:-

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

SECTION NO:II  
INSTRUCTION TO TENDERERS

1.(A) **GENERAL:**

On behalf of the Board of Trustees of the V.O.Chidambaranar Port Trust, the Chief Mechanical Engineer, V.O.Chidambaranar Port Trust invites E-tenders in from reputed firms with proven ability for **“CAMC of CCTV system in Port Administration Building for a period of four years”**

(B) **DEFINITIONS AND INTERPRETATIONS:**

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

1. “Board” :- The Board means the Board of Trustees of the V.O.Chidambaranar Port, a body Corporate under the Major Port Trusts Act 38 of 1963 represented by the Chairman, and as amended from time to time also Employer herein after called “Board”
2. “Engineer means the Chief Mechanical Engineer of the V.O.Chidambaranar Port Trust and his successors.
3. “Engineer”, in-charge/Engineer representative means the Executive Engineer or a officer appointed by him in writing who shall direct and supervise and be in charge of the works.
4. “Contract” means the documents forming the tender and acceptance thereof and the format agreement executed between the Port Trust and contractor together with the documents referred to therein including the General conditions, special conditions of contract, specifications designs Drawings. Priced Bill of quantities and instruction issued from time to time by the Engineer – in-charge and all the these documents taken together shall be deemed to form one contract and shall be complementary to one another.
5. “Contractor” means the person or persons or firm or company whose tender has been accepted by the Board and the legal personnel representatives or the successors of such firm or company and the permitted assigns of such persons or firm or company.
6. “Contract Price” means the sum named in the tender subject to such additions thereto or deductions there from as may be made under the provisions here in after contained

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

8. "Site" means lands and other places on / under / into / in / or through which the "work" are to be executed or carried out and any other lands or places provided by the Board for the purposes of the contract. "Works" or "Works" means the work by virtue of the contract to be executed in accordance with the contract under the relevant schedule whether temporary or permanent and whether original, altered' substituted or additional.

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

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

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

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

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

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

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

16. "Temporary works" means temporary works of every kind required in the execution completion or maintenance of the works and which do not form an item of the work or works.

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

18. "Market Price" means the rate as decided by the Engineer on the basis of the cost of materials and labour to the contractor at the site where the works are to be executed plus the percentage mentioned in schedule to cover all over heads and profit.



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

The complete set of tender documents including forms, conditions of contract, work specifications, etc. will be issued on contractors registered through e-tendering website [www.tenderwizard.com/VOCPT](http://www.tenderwizard.com/VOCPT) from 01/06/2019 to 17/06/2019 (up to 1500 Hrs.).

The instructions for submitting e-tender is given in the e-tendering website [www.tenderwizard.com/VOCPT](http://www.tenderwizard.com/VOCPT).

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

#### **(a)Cover-I**

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

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

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

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

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

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

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

The above document shall be enclosed in the first cover which shall be sealed and superscribed, "CAMC of CCTV system in Port Administration Building for a period of four years" - Cover No.,1", and bear on the bottom left corner, the name and full address of the tenderer with his official stamp. The tenderer should ensure that the Schedule of price is not enclosed in Cover No.1. The completed tender should be submitted only through on line in e-tender website Tender Wizard on or before 17/06/2019 up to 15.00 Hrs. The hard copies of tender submitted online with details of payment made for EMD should be furnished to the office of Chief Mechanical Engineer after 15:30 Hrs on 17/06/2019 and the tenders without payment of cost of EMD will be summarily rejected. The online submitted tenders will be opened in the e tender website Tender Wizard on 17/06/2019 at 15.30 hours, in the presence of tenderers who wish to be present at the time of opening.

\_d) SECOND COVER: (No.2) :

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

### **3. EVALUATION :**

- i. Cover No.1 containing the technical documents to shortlist the eligible tenderers will be opened through e-tender procedure on the scheduled date and time i.e on 17/06/2019 at 15.30 hrs. in the presence of such tenderers who wish to be present at the time of opening.
- ii. After opening the first cover and getting the required technical/commercial clarifications based on the information given, Port Trust will prequalify the eligible tenderers.
- iii. The tenderers will be prequalified based on the documents contained in Cover No.1 The cover No.2 submitted online by the pre qualified tenderers alone will be

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

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

#### **4. MINIMUM CRITERIA FOR PRE-QUALIFICATION:**

a) Minimum period of experience in : During the last 7 years ending on executing works. (Details shall be furnished in Form I) (Estimate Value – Rs.39,35,102/-) **30.04.2019** the tenderer should have successfully completed the similar works Values of such work done should be as under:-

ii)at least three similar completed works of each work of 40% of estimated value.(ie Rs.15,74,040/-)

(OR)

ii) two similar works of each work of 50% of the estimated value (ie Rs.19,67,551/-)

(OR)

iii) one similar work of 80% of the estimated value ( ie. Rs.31,48,081/-)

b) The Average Annual Turnover 30% : of the estimated value of : Rs.39,35,102/- during the last three years( 2015- 16, 2016-17 & 2017-18).(Details shall be furnished in Form IV)

ie Rs.11,80,530/-

#### **Similar works means:-**

Supply of CCTV system (or) supply & installation of CCTV system with allied works (or) AMC of CCTV system

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

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

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

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

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

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

## **5. EARNEST MONEY DEPOSIT:**

**Earnest Money: Rs.79,000/- ( Rupees Seventy Nine Thousand Only).** The EMD of **Rs.79,000/-** The EMD shall be paid through RTGS /NEFT to V.O.Chidambaranar Port Trust, Tuticorin. (Account details given in the section I invitation to tenders). **All the bidders have to pay the EMD amount and Tenders without paying EMD will not be considered. Bidders enlisted with NSIC also have to pay the EMD amount.** The Earnest Money deposited by the unsuccessful tenderers will be refunded within fifteen days of deciding L1 without interest. The Earnest Money deposited by the successful tenderer will be adjusted against Security Deposit. Whenever there is a delay in commencement of work, the EMD shall be forfeited.

## **6.PERFORMANCE SECURITY:**

The contractor shall deposit an amount equal to 5% of the accepted tender value as Performance Security in the form of DD or Bankers' Cheque or irrevocable Bank Guarantee obtained from the Nationalised / Scheduled Commercial bank having networth of above Rs.100 crores having its branch at Tuticorin and payable at Tuticorin, in the form as per specimen in the Schedule. A letter from the Bank shall also be sent along with the Bank guarantee directly to the Employer within 15 days of placement of work order or before the commencement of work whichever is earlier. However, the Chief Mechanical Engineer may relax the time limit of 15 days and extend it by further period of 10 days in extraordinary circumstances for the reasons recorded by him. If the performance Security is not deposited in time as prescribed above, the work order shall stand cancelled automatically and the Earnest Money Deposit will be forfeited. The performance security will remain in force throughout the contract period i.e Four years from date of commencement of contract, and will be refunded thereafter. The contractor shall furnish the BG towards performance security by the issuing bank directly to the port. This will not bear any interest.

## **7. SECURITY DEPOSIT :**

Security Deposit at 10% will be deducted from each running bill after adjusting the amount already deposited by the contractor as EMD subject to a maximum accumulation of 5% of the contract price. The Security deposit will be refunded after satisfactory completion of the contract i.e four years. The amount as stated will not bear any interest.

## **8. TIME SCHEDULE:**

Time allowed for the commencement of work "CAMC of CCTV system in Port Administration Building for a period of four years" is within 15 days from the date of written order and the period of contract is four years from the date of commencement of contract.

## **7. RATES TO BE FIGURES AND WORDS :**

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

## **10. CORRECTION/VARIATION:**

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

## **11. SIGNING OF TENDER:**

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

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

## **12. WITNESS:**

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

## **13. ALL PAGES TO BE SIGNED:**

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

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

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

## **15. TRANSFER OF TENDER DOCUMENTS:**

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

## **16. OPENING AND ACCEPTANCE OF TENDER:**

The tenders submitted online will be opened through e tender procedure at **15.30 hrs, on 17/06/2019** in the presence of those tenderers who may be present. Tenders submitted by tenderers shall remain valid for acceptance for a period of 120 days from the date of opening of the tenders. The tenderer will not be allowed during the declared period of validity to revoke or cancel his tender or to vary any term thereof, without the consent in writing of the Chief Mechanical Engineer.

## **17. ADDENDA / CORRIGENDA:**

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

## **18. COLLECTION OF DATA – TENDERER'S RESPONSIBILITY:**

The tenderer shall visit the site and acquaint himself fully with the site and local conditions and no claims whatsoever will be entertained on the plea of ignorance or difficulties in the execution of the work. Before submitting the tender, the tenderer shall be deemed to

have clearly understood and satisfy himself regarding the work and services, all conditions liable to be encountered during the execution thereof and that prices, rates and/or compensation quoted in the offer are adequate and all inclusive with respect to all factors, circumstances and conditions likely to be incidental, both direct and indirect, to the work and services. The prices and amount quoted by the tenderer shall allow for all costs, including escalation of labour, transport, insurance fees, increase in cost due to government and other charges, direct and indirect, till the work is completed in accordance with the scope of the contract and contract period.

**19. AMBIGUITY:**

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

**20. TENDERER'S COMMENTS:**

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

**21. SIGNING THE CONTRACT:**

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

**22. JURISDICTION:**

The award of contract for the work “**CAMC of CCTV system in Port Administration Building for a period of four years**” is subject to the legal jurisdiction of the local Courts of Tuticorin (Tamil Nadu) and no other Court other than Courts at Tuticorin (Tamilnadu) will have jurisdiction regarding any matters concerning the contract.

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

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

**24.INSPECTION OF SITE:**

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

**25. PRECAUTION AGAINST AIR AND WATER POLLUTION :**

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

**26. LABOUR :**

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

**27. Penalty: -**

a) Penalty during AMC Period: The contractors shall ensure availability of CCTV at 100%. In case of any shortfall due to their(contractor) account(except power failure, preventive maintenance duration, etc), the cost of CAMC charges for the shortfall period will not be paid by the Port and for 1% shortfall period, a penalty of 1% CAMC charges for the particular Quarter CAMC period shall be deducted in the bill or any money due to the contractor, subject to the maximum 10% of particular Quarter CAMC period charges. If the Supervisors/Shift technicians are not deployed, the equi-proportionate rate per man day will be worked out as per following formula. Equi-proportionate rate(per day per man power) = (Annual maintenance cost X 70%) / (12Months X 30 days X Number of man power deployed). The equi proportionate rate arrived as above and 10% of equiproportionate rate will be deducted as penalty from the contractor"s bill.

**28. Compliance with ESI Act 1948:-**

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



### **29. Compliance with EPF Act:**

The contractor should adhere to EPF Act 1952.

1. The contractor has to comply with all provisions contained in EPF and MP Act 1952
2. Rate quoted in BOQ (Price bid) shall not include EPF component. The claim for EPF component shall be admitted as per actual on submission of documentary proof of payment made to EPF authorities along with full details of manpower deploy and calculation of contribution.

### **32. Compliance with Minimum wages Act:**

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

### **33. Compliance with Contract Labour (Regulation & Abolition) Act, 1970:**

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

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

Goods and Services Tax:

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

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

## **Section - IV** **Scope of Work**

1. **Period of CAMC:** Four years CAMC of 61 Nos. of cameras (31 PTZ & 30 Fixed) with wireless modems and all accessories having centralized viewing in CCTV control room in Port Administration Building
2. **Minimum Man power required (Total = 4 Nos. per day):**
  1. **General shift**  
Manager/Supervisor - **1 No.**
  2. **Per Shift**  
Site Engineer/Technical Service person - **1 No.**
3. All major/minor repairs, preventive maintenance and periodical maintenance shall be attended by the contractor. All electronic Spares, new software versions required to be replaced at free of cost under Comprehensive AMC, shall be supplied by the tenderer. The contractor shall replace the equipments with equivalent equipments under fault condition.
4. The spares of sufficient quantity required for the maintenance of CCTV system to be available with the contractor locally and contractor shall replace the damaged/ non working devices immediately to reduce down time of camera.
5. All pillar boxes, steel structures covered in the contract AMC work to be painted at regular intervals to avoid corrosion and trouble free operation.
6. All motors, gear boxes should be maintained from dust and should be of trouble free operation.
7. All high mast to be in working in good condition lower/ raising of high mast to be trouble free for easy maintenance of CCTV. The cables of camera /wireless devices not to be seen outside high mast and care to be taken not to damage the cables inside high mast.
8. Recovery will be made for shortfall of man power and percentage availability due to reasons attributed to contractor on pro-rata basis.
9. No Cranes, Forklift Trucks etc will be provided by the Port for lifting any components. Contractor shall make their own arrangement for transporting any components within the site area as well as from Sub Division /main store to their work spot/store.
10. Following statements should be produced at the end of every month to the department
  - 1) Working Hours Statement
  - 2) Availability statement

- 3) Manpower attendance with ESI & EPF contribution details
- 4) Status of safety items in the System
- 5) Preventive maintenance schedule

- 11. All Safety precautions shall be strictly adhered to., during installation, operation and maintenance period
- 12. CISF/Customs clearance, if any, required for taking materials in/out of the Port shall be obtained by the contractor from the Customs department.
- 13. Photo identity cards shall be issued by VOCPT on chargeable basis at the prevailing rate as per the policy of the Port.
- 14. Engineers, Technicians engaged by the contractor should have previous experience.
- 15. Tools/spares required for the maintenance of IP based wireless CCTV System shall be arranged by the contractor.
- 16. **Payment:** The payment for the annual maintenance contract shall be made on Quarterly basis.
- 17. Additional units shall be included in your contract at the same rate for which amendment for quantity will be issued.
- 18. Whenever new cameras are installed, the storage requirements for retaining the events for a period of 30 days may have to be planned and enforced. In the AMC contracts also a provision should be made to enforce the storage capacity of hard disks for retaining the memory for 30 days time.

SECTION-V  
**GENERAL SPECIAL CONDITIONS**

1. The work should be carried out to the entire satisfaction of the Engineer in charge. If the work is not up to the performance, the work order is liable for cancellation.
2. The period of completion stipulated is the essence of contract.
3. The site may be inspected before quoting the tender.
4. The materials should be transported to the workspot by the contractor at his own cost and risk.
5. No increase in rates will be permitted on account of escalation of price, additional duty, Tax etc. Towards the procurement of bought out items that have to be used in the work.
6. The port is not responsible for any loss of life or damage or theft of materials. All the materials should be kept in the safe custody of the contractor.
7. The contractor shall make his own arrangement for ladder, scaffolding, tools, labour transport of materials required for the work during the execution of work.
8. The contractor shall furnish the full personal particulars of their labourers/employees. Also the contractors shall give an undertaking for the good conduct of their labourers/employees inside port area.
9. The contract labourers/employees shall display their identity card or possess on them while inside the port area.
10. 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.
11. If water is required for the above work, the contractor should make his own arrangements of water at his own cost from outside.
12. The Contractor shall strictly comply with third party insurance against accident to workmen as stipulated in the tender. The name of the labourers engaged shall be furnished to Engineer in charge along with the copy of insurance policy for all the labourers employed.
13. Every precaution shall be taken by the Contractor to prevent air and water pollution resulting from the operation as per the requirement of appropriate authority. The hazardous waste shall be disposed off only to the genuine processors having requisite approval on accordance with implementation of Hazardous waste Rule 1989 notified under Environmental Act, 1989 and rules regulations made thereunder from time to time.

-Sd-  
Chief Mechanical Engineer

**SCHEDULE OF DEVIATIONS FROM TECHNICAL SPECIFICATIONS**

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

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

Company Seal :

Signature :

Designation :

Company :

Date :

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

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

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

Company Seal :

Signature :

Designation :

Company :

Date :

## EXPERIENCE

Experience in similar type of work for the last seven years ended **30.04.2019**

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

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

Contractor

**FINANCIAL STATUS**

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

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

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

Contractor



## V.O.CHIDAMBARANAR PORT TRUST

### FORM OF AGREEMENT

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

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

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

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

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

#### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

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

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

#### **CONTRACTOR**

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

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

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

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

Signed and sealed by

The Contractor in the presence of

## Annexure

### SPECIMEN FORM OF BANK GUARANTEE BOND (FOR PERFORMANCE SECURITY)

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

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

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

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

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

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

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

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

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

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

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

9.This guarantee is valid upto \_\_\_\_\_ (period)

Dated the ..... day of 200 for ..... \*\*

Indicate here the name of the Bank

Indicate here the period or date.

Contractor

## E- Payment

To

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

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

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

Yours sincerely

(Signature of Contractor)

E-PAYMENT- Payment of contractor bills through Bank:-Payment due to the contractor may , if so desired by him by made to the Bank instead of direct to him provided that the contractor furnishes to the Engineer – in- charge (1) an authorization in the form of a legally valid account such as power of attorney conforming authority on the Bank to receive payments and (2) his own acceptance of the correctness of the account made out as being due to him by employer or his signature on the bill or other claim preferred against employer before settlement by the Engineer – in charge of the account or claim by payment to the Bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment the contractor should wherever present his bills duly receipted and discharged through his bankers. Nothing here in contained shall operate to create in favour of the Bank any rights or equities vis – a vis the Board. The date on which e – payment to the contractor by the employer will be considered as the date of payment for all purposes. Delay in making such payments by the employer due to to exceptional circumstances shall not nullify or vitiate in any way or other the conditions of the contract and the contractor shall have no claim on this account.

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

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

a)State Bank of India, Main Office, Tuticorin

b)Indian Overseas Bank, harbour Branch

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

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

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

**COVER- II**  
**PRICE SCHEDULE**

V.O.Chidambaranar Port Trust

Mechanical and Electrical Engineering Department

Electrical Division Tender No. MEE/SE3EL/Elec/F.18(9)/V1/2018-19-02

Name of work: CAMC of CCTV system in Port Administration Building for a period of four years



Name of the Company & Address if any

Sl. No.	Description of item	Unit	Qty	Rate/ Unit without GST Rs.	Total Amount without GST Rs. C3=C(1)XC(2)
			C1	C2	C3
1	CAMC of CCTV system in Port Administration Building for a period of four years having 61 cameras with wireless units including all accessories such as high mast, poles, pillar boxes, online UPS with battery backup, monitors, Video wall, PC, POE adapters, LAN switch, UPS for cameras/modems etc. The CAMC to be carried out by providing CCTV technicians (General Shift Manager/supervisor -1 No. and a Site Engineer (or) a Technical Service person-1 No. per shift (Total 4 Nos. per day)) round the clock for four years as per Scope of Work in Section III for the maintenance of entire CCTV system and attending faults, preventive maintenance including all spares.				
	First year	quarterly	4		0.00
	Second year	quarterly	4		0.00
	Third Year	quarterly	4		0.00
	Fourth year	quarterly	4		0.00
Total Amount without GST (Rs.)					0.00
SGST amount Rs.					
CGST amount Rs.					
IGST amount Rs.					
Total Amount including GST (Rs.)					0.00
Mention CGST percentage (%) if quoted above					
Mention SGST percentage (%) if quoted above					
Mention IGST percentage (%) if quoted above					

Chief Mechanical Engineer



