



V.O.CHIDAMBARANAR PORT AUTHORITY
(MECHANICAL & ELECTRICAL ENGINEERING
DEPARTMENT)

E-TENDERING
TENDER DOCUMENT FOR

**Name of Work: Providing 120MT Automated Weighbridge Systems on
License mode at VOCPA for a period of 10 years**

Tender No.: MEE/P&M/UWB-2025

TENDERS WILL BE DOWNLOADED ONLINE FROM **29.08.2025 to 22.09.2025** (UP
TO 15:00 HOURS) & COMPLETED TENDERS ARE TO BE SUBMITTED ONLINE
ON OR BEFORE 15:00 HOURS ON 22.09.2025 AND TENDER WILL BE OPENED AT
15:30 HOURS on 23.09.2025.

The Chief Mechanical Engineer
Mechanical & Electrical Engineering Department,
V.O.Chidambaranar Port Authority,
Thoothukudi – 628004
Phone: 0461-2352270
Email: cme@vocport.gov.in

SECTION- I

NOTICE INVITING TENDER (NIT)

- 1.1** V.O. Chidambaranar Port Authority invites electronic tenders (Two Cover System) from eligible bidders for the work “Providing 120MT Automated Weighbridge Systems on License mode at VOCPA for a period of 10 years”.
- 1.2** A complete set of Tender documents may be downloaded by any interested bidders from e-Tender web portal <https://etenders.gov.in/eprocure/app>.
- 1.3** Salient features of the bid:

Tender No.	MEE/P&M/UWB-2025
Tender Type	Open online tender
Tender Inviting Authority	Chief Mechanical Engineer
Address	V.O. Chidambaranar Port Authority, Harbour Estate, Tuticorin – 628 004, Tamil Nadu
Contact Details & e-mail	Tel. off: 0461-2352270, Fax: 0461-2354274 cme@vocport.gov.in
Brief Work Description	Providing 120T unmanned automated weigh bridge at VOCPA including operation and maintenance under license mode for a period of 10 years.
Location of the work	VOCPA
EMD	<p>The bidder shall submit the EMD as follows: Rs.4,40,700/-</p> <p>All bidders other than an MSEs should pay the EMD through online payment gateway mode in CPP e- Tender web Portal or shall submit the EMD in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or irrevocable & operative Bank Guarantee from any of the Scheduled Commercial Banks. The validity period of bid security is to remain valid for a period of 45 (forty-five) days beyond the final bid validity period. Otherwise, his/her/their tender will be rejected. EMD in any other form shall not be accepted.</p> <p>The MSEs are required to furnish relevant valid Certificate for claiming exemption. This valid certificate shall be uploaded in the Bid, failing which the Technical Bid shall not be evaluated. Similarly, bidders are required to upload scanned copies in the Bid in case payment of EMD in the form of Insurance Surety Bonds, account payee demand draft, fixed deposit receipt, banker's</p>

	cheque or Bank Guarantee from any of the Commercial Banks, failing which the Technical Bid shall not be evaluated. The originals of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks shall be received only after the bid opening date. If the originals not received within 7 days of bid opening date the bid may not be considered.
License Period:	10 years The license period will commence from signing of agreement The weigh bridge shall be installed & commissioned within a period of six months from the date of signing of agreement.
Downloading of Tender documents start date	29.08.2025
Downloading of tender document end day	22.09.2025 upto 15:00 hours
Start date of seeking clarifications	29.08.2025
End date of seeking clarifications	08.09.2025 at 15.00Hrs
Pre-Bid Meeting	09.09.2025
Bid Submission end date & time	22.09.2025 at 15:00 hours
Bid opening date	23.09.2025 at 15:30 hours
Bid Validity period	120 days from the date of opening of Tender
Currency of Contract	INR
Language of Contract	English

1.4 Bidders fulfilling following eligibility / pre-qualification criteria may participate in the tender:

The registered stevedores, bonafide importers / exporters or their subsidiaries, OEM or service providers of Weighbridges who are fulfilling the eligibility criteria are allowed to participate in the tender.

a) Financial Capability:

The bidder must have an average annual turnover of Rs. 66,09,600/- during last three financial years ending on 31st March 2025. The details shall be furnished by the bidder in Form **III of Annexure**

A. The Income tax return, Profit & Loss statement and Balance sheet for the last three financial years ending on 31.03.2025 duly certified by the Chartered Accountant shall be uploaded by the bidder.

B. The bidder shall submit the audited net worth not later than 31st March 2024. The net worth shall not less than Rs.55.08 Lakhs. The bidder shall submit the certificate obtained from a Chartered Accountant

b) Past Experience: The firm shall submit the similar completed work as experience under the following categories

Establishment of weigh bridge (s) with a Minimum capacity 100T, under license mode in Port / State / Central / PSU or any reputed Private organization **OR**

Owning of weighbridge(s) of Minimum capacity 100T weighbridge(s) in State / Central / PSU / Port or any reputed Private organization

The above-mentioned details shall be furnished by the bidder in Form **IV of Annexure A**. If the work under license mode and the license period is not completed, in such case, the work will be treated as eligible if the firm has successfully completed atleast three years license period. For ownership category, the firm shall own and operate the weigh bridge (s) for a continuous period of minimum three years.

- 1.5 Bidder should have (i) Permanent Account Number [PAN]; (ii) Income Tax Return of preceding three years; and (iii) GST Registration Certificate etc.
- 1.6 Other details can be seen in the Tender documents. The Bidders are advised to read the whole document carefully and submit their tender/bid strictly, meeting the requirements spelled out in the bid document.
- 1.7 The bid document is required to be submitted only through e-tender web portal <https://etenders.gov.in/eprocure/app>.
- 1.8 While E-tendering all the supporting documents as stated in **Annexure A** have to be signed in each and every page serially numbered along with seal and shall be uploaded by the Bidders. No hardcopies need to be sent to the Authority.
- 1.9 The Authority will not be held responsible for any technical snag or network failure during online bidding.
- 1.10 The Authority reserves the right to cancel any or all bids without assigning any reason.

Format and Signing of Bid:

The Price Bid to be submitted on-line shall be signed digitally by a person or persons duly authorized to sign on behalf the Bidders.

The Bid shall contain no alternations additions, except those to comply with instructions issued by the Employer.

Contacts:

1. Chief Mechanical Engineer

Mechanical & Electrical Engineering Department,
V.O. Chidambaranar Port Authority,

Tele:0461-2352270

Email: cme@vocport.gov.in

2. Deputy Chief Mechanical Engineer

Mechanical & Electrical Engineering Department,

V.O. Chidambaranar Port Authority,

Tele: 0461-2352270 Mob:9556050300.

Email: niharranjanbhoi@vocport.gov.in

3. Executive Engineer (Electrical)

Mechanical & Electrical Engineering Department,

V.O. Chidambaranar Port Authority,

Tele: 0461-2372203 Mob:8903443444

Email: senthilganesh.a@vocport.gov.in

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

SECTION II

INSTRUCTION TO BIDDERS

2.1 TENDER NOTICE:

- 2.1.1 e-Tenders (Online) are invited in the “**TWO COVER**” system on behalf of **V.O.CHIDAMBARANAR PORT AUTHORITY (VOCPA)** from interested, reputed and experienced eligible bidders for the work as mentioned in the **Notice Inviting Tender (NIT) Section-I**. The bidder must fulfil the eligibility criteria and other requirements stipulated in the bid document.
- 2.1.2 Bid document having all details is available at the URL of the e-Tender web portal <https://etenders.gov.in/eprocure/app> or at the Port website www.vocport.gov.in for downloading during the period specified in the **NIT (Section-I)**. The completed bid documents are required to be submitted only through online (e-mode) offered on the e-Tender web portal <https://etenders.gov.in/eprocure/app>. Bids in any other manner will be rejected, and no correspondence on such matter will be entertained. No bids shall be accepted off-line.

2.2 PARTICIPATING IN THE TENDER IN THE E-PROCUREMENT PORTAL:

- 2.2.1 The intending Bidders are required to register on the e-Tender web portal <https://etenders.gov.in/eprocure/app> (If not already registered) by clicking “Online Bidder Enrollment” option in order to obtain user-id and password and then to activate their respective user-id by using Digital Signature Certificate (Class-III). The bidders will have to accept, unconditionally, the online user portal agreement which contains all the terms and conditions of NIT including commercial and general terms and conditions and other conditions, if any, along with an online undertaking in support of the authenticity of the declarations regarding facts, figures, information and documents furnished by the bidder online; The bidder shall visit the homepage of the e-tender portal for getting information to be followed for bidding in the e- tender portal.
- 2.2.2 Any prospective bidder can view or download the bid documents from the e-Tender web portal <https://etenders.gov.in/eprocure/app> during the period as indicated in NIT / home page of portal.
- 2.2.3 In the case of any failure, malfunction, or breakdown of the electronic system used during the e-Procurement process, the Tender Inviting Authority shall not accept any responsibility for such failures or breakdowns other than in those systems strictly within their own control.

2.3 ELIGIBLE BIDDERS:

- 2.3.1 All eligible bidders meeting the eligibility criteria as defined in **NIT (Section-I)** can participate in the tender.
- 2.3.2 Bidder means any eligible person or firm or company; Please refer to Special Condition of Contract (SCC) for applicability of Joint Venture / Consortium.
- 2.3.3 Bidders who have been nonperforming /debarred / blacklisted by any Purchaser / Employer / Client at the time of bidding shall not be allowed to participate in this tender.

2.4 **COST OF BIDDING:**

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

2.5 **LOCAL CONDITIONS:**

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

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

2.6 **SITE VISIT:**

2.6.1 The Bidder, at the bidder's own responsibility and risk are encouraged / advised to carry out the site visit to VOC Port at their own cost for the intended work and to inspect / examine & assess the site condition and its surroundings and satisfy themselves prior to submission of his bid.

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

2.6.3 It is implied that on submission of the bid/tender, the Bidder is deemed to have read the Tender document, clearly understood & satisfied himself regarding terms & conditions, scope of work and specifications of the work & services to be executed, local conditions and other factors likely to be encountered & having a bearing on the execution of work thereof. The price quoted in the **Cover B – Price bid** is 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 mentioned in the subject tender.

2.7 **PRE-BID MEETING**

A pre-bid meeting will be conducted on the date & time as specified in NIT (Section – I) through hybrid mode. Interested bidders can participate in the pre-bid meeting either in physical or through the VC link uploaded in the CPP portal and Port website.

2.8 **UNDERSTANDING AND CLARIFICATION ON BIDDING DOCUMENTS:**

A prospective bidder requiring clarification regarding discrepancies or omissions in the tender documents or in doubt as to the true meaning of any part, may send queries at once in writing/email / through e-tender portal, provided the queries are raised during the period as mentioned in the NIT / home page of portal. Any queries received after the due date shall not be considered and no reply to such queries will be given. Replying to queries shall be given by VOCPA only if the queries requested

are considered appropriate by VOCPA. Verbal clarifications and information given by the VOCPA or his employee(s) or his representative(s) shall not in any way be binding on the VOCPA.

2.9 **AMENDMENT TO BID DOCUMENTS:**

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

2.10 **BIDDER'S RESPONSIBILITY:**

2.10.1 **Contacting VOC Port Authority:**

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

2.10.2 **Undertaking By the Bidders:**

- (a) The Bidder undertakes, if his tender is accepted, has to enter into and execute when called upon to do so, a License / Contract Agreement as provided in **Annexure B** with such modifications as agreed upon. Until the formal Contract Agreement is prepared and executed, this tender/bid document together with the written acceptance shall form a binding agreement between the Port and the Licensee.
- (b) The Bidder undertakes, if his tender is accepted, has to give the required performance security as per **Clause No.2.27.1 of ITB**.
- (c) The Bidder shall submit a declaration as provided in the **Form VII** of the bid document that the bidder has not been blacklisted or debarred in the last 3 years from providing service by any of the Central / State Government / Autonomous bodies / PSEs/PSUs and any other organisations in India prior to the submission date of tender mentioned in the NIT and the same shall be uploaded along with the bid document in the E-tender portal.
- (d) The bidders shall submit a declaration as provided in the **Form VII** of the bid document that they have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act (PC Act) in connection with the bid.

PREPARATION OF BID

2.11 **LANGUAGE OF BID:**

The bid prepared by the Bidder and all correspondences and documents relating to the bid exchanged

by the Bidder and VOCPA shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as it is accompanied by an English translation of its pertinent passages in which case for the purpose of interpretation of the Bid, the English translation shall be considered.

2.12 **BID PRICES:**

- 2.12.1 The bidder shall quote revenue share in % which will be paid per month for the revenue earned during the month. The highest revenue share offered shall be accepted by VOCPA. The revenue share shall be firm, and remittance shall be in Indian Rupees only.
- 2.12.2 By submitting a bid for the work, bidder(s) shall be deemed to have satisfied himself by actual inspection of the site and locality of the work, that revenue share quoted by him in the Bid will be adequate to complete such work according to the specification and conditions attached here to and he has taken into account all conditions and difficulties that may be encountered during its progress and to have quoted labour and material rates which shall include the cost of the material with taxes, duties and incidental and all other charges necessary for the completion of the work and fulfillment of obligations of work during license period, to the entire satisfaction of VOCPA.

2.13 **BID VALIDITY:**

- 2.13.1 The bids shall be valid for a period of 120 days from the date of opening of Tender.
- 2.13.2 During this period, the bidder shall not be permitted to withdraw or vary their offers, once made and if they do so, earnest money deposit EMD paid by the bidder will be forfeited.
- 2.13.3 In exceptional circumstances, prior to the expiry of the original time limit, the “Tender inviting Authority” may request the bidders to extend the period of validity for a specified additional period. The request and the bidders’ responses shall be made in writing or by e-mail. A bidder may refuse the request without any risk of forfeiture of Bid Security (EMD).
- 2.13.4 A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid for the period of the extension.

2.14 **BID SECURITY/ EARNEST MONEY DEPOSIT (EMD):**

- 2.14.1 The Bidder shall furnish, as part of its bid, bid security (EMD) for the amount stipulated in the NIT.
- 2.14.2 Any bid not accompanied by prescribed bid security shall be rejected by the VOCPA as being non-responsive.
- 2.14.3 All bidders other than an MSEs should pay the EMD through online payment gateway mode in CPP e- tender web Portal or shall submit the EMD in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or irrevocable & operative Bank Guarantee from any of the Scheduled Commercial Banks. The validity period of bid security is to remain valid for a period of 45 (forty-five) days beyond the final bid validity period. Otherwise, his/her/their tender will be rejected. EMD in any other form shall not be accepted.

The MSEs are required to furnish relevant valid Certificate for claiming exemption. This valid certificate shall be uploaded in the Bid, failing which the Technical Bid shall not be evaluated. Similarly, bidders are required to upload scanned copies in the Bid incase payment of EMD in the form of Insurance Surety Bonds, account payee demand draft, fixed deposit receipt, banker's cheque or Bank Guarantee from any of the Commercial Banks, failing which the Technical Bid shall not be evaluated. The originals of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks shall be received only after the bid opening date. If the originals not received within 7 days of bid opening date the bid may not be considered.

- 2.14.4 The bid securities of unsuccessful bidders will be returned at the earliest after expiry of the final bid validity period and latest by 30th day after the award of contract.
- 2.14.5 The bid securities of unsuccessful bidders will be returned at the earliest after expiry of the final bid validity period and latest by 30th day after the award of contract.
- 2.14.6 A bidder's bid security will be forfeited if the bidder:
 - a. Withdraws or amends its / his bid.
 - b. Impairs or derogates from the tender in any respect within the period of validity of the tender.
 - c. If the bidder does not accept the correction of his bid price during evaluation.
 - d. If the Bidder submits fraudulent documents and / or wrong information in support of its eligibility / qualification
 - e. In case of any bidder found indulged in corrupt, fraudulent, coercive, undesirable and restrictive practices during the bidding process and
 - f. If the successful bidder fails to sign the contract or furnish the required performance security within the specified period.
- 2.14.7 No interest shall accrue or is payable on the EMD from the date of its remittance till it is returned to the bidders.
- 2.14.8 Bid security shall be refunded to the successful bidder on receipt of performance security and signing of contract. Bid security of the successful bidder may be adjusted against Performance Security Deposit if requested by the successful bidder.
- 2.14.9 If successful bidder on award of contract fails to sign the contract or to submit performance security within the specified period, EMD will be forfeited, and the bidder may be suspended for a period of 3(three) years from being eligible to submit Bids for contracts with VOCPA.
- 2.14.10 The MSEs are exempted from payment of Bid Security subject to furnishing of relevant valid Certificate by uploading the said valid certificate copy at the time of submission of their bid along with the details duly filled in as per **Form-II A**. MSE bidders claiming exemptions from EMD as per MSME guidelines must also register Udyam Registration Certificate indicating URN (Udyam Registration Number) issued from MSME, in order to avail the benefits

available to MSEs as contained in Public procurement policy.

2.15 **DOCUMENTS COMPRISING THE BID:**

2.15.1 The bidder is required to download all the documents for the preparation of his bid. The bidders are strongly advised to examine all the instructions, forms, terms, and specifications in the Tender/Bid documents. Failure to furnish all the information required by the Tender/Bid Document or submission of a Bid not techno-commercially responsive, in every respect, will be at the Bidder's risk and shall result in the rejection of its Bid.

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

Cover A – Techno-Commercial Bid:

- (a) Duly filled in **Form -I** – “Bid Cover Letter”
- (b) Scanned copy of system generated proof towards successful payment of EMD in case of payment through online payment gateway mode in CPP e- tender web Portal **OR** scanned copy of proof towards successful payment of EMD in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks along with filled in **Form-II A OR** valid Certificates by MSEs for claiming exemption along with filled in **Form-II B**.
- (c) Eligibility / pre-qualification criteria information on **Financial Capability** as detailed under SI. No. 4. a) of Notice Inviting Tender (Section-I):

Scanned copy of Profit & Loss statements for the last 3(three) years ending 31st March of the previous financial year duly certified by the Chartered Accountant in support of meeting Financial Capability along with duly filled in **Form-III**. The bidder shall submit the audited net worth not later than 31st March 2024. The net worth shall not less than Rs.55.08 Lakhs. The bidder shall submit the certificate obtained from a Chartered Accountant
- (d) Eligibility / pre-qualification criteria information on **Similar Work Experience** as detailed under SI. No. 4. b) of Notice Inviting Tender (Section-I):

Scanned copies of supporting documents along with duly filled in **Form-IV, IV (A)**.
- (e) Scanned copies of (i) Permanent Account Number [PAN]; (ii) Income Tax Return of preceding three years; and (iii) GST Registration Certificate
- (f) Duly filled in Form-V – “Declaration of Authorized Representative”
- (g) Duly filled in Form-VI – “Schedule of No deviation”

- (h) Duly filled in Form-VII – “Declaration by the Bidder”
- (i) Duly filled in Form-VIII – “Bank Mandate Form”
- (j) Duly filled in Form-IX – “Tender Acceptance Letter”
- (k) Duly filled in and signed **Form-X – “Integrity pact” (in non-judicial stamp paper)**. The tender will be treated as non-responsive, if case of non-submission of signed Integrity Pact as per **Clause No. 2.27** along with the technical bid.
- (l) The bidder shall submit the technical details and brochures of the proposed machines /equipment to be deployed along with technical bids with necessary certifications as per the technical requirement.
- (m) Any other documents which need to be uploaded, as a support to bidder’s qualification/ responsiveness to the bid in compliance to Tender Document.
- (n) In order to file an error-free tender/bid, the bidders may make use of the qualification documents to be uploaded list provided **in the Pre-qualification and Responsiveness Information in Annexure - A** of the bid document to identify the documents to be scanned and uploaded in support of their bid. Scanned copy of duly filled in Annexure - A shall be uploaded by the Bidder.

NB: *Please note that bidders should upload only the documents that are mentioned in the preceding clauses. The bidders need not send any documents (Hard Copy) to the Tender Inviting Authority. The NIT corrigendum/ addendum published by Tender Inviting Authority need not be uploaded and will be deemed to be part of the bid. Bid documents may be scanned with 100dpi with black and white option which helps in reducing size of the scanned document.*

Cover B – “Financial Bid” shall comprise Price Schedule

- (i) Price proposal by the bidder:
 - a. In the e-Procurement Portal, an intelligent Price Schedule / Bill of Quantity in Microsoft Excel format shall be made available to the bidder.
 - b. The bidder shall bid for the whole works as described in the Price Schedule.
 - c. The bidder shall be deemed to have satisfied himself/herself as to the correctness and sufficiency of the Tender and the rates and prices quoted in the Price Schedule, all of which shall cover all his/her obligations under the Contract and all matters & things necessary for the proper execution and completion of the work and the remedying of any defects therein.

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

2.16 **FORMAT AND SIGNING OF BID:**

2.16.1 The bidder shall upload the completed bid at his/her convenience within the final date and

time of submission. The bidder shall only submit a single copy of the required documents and Price Bid in the portal. The Bidders are advised to upload the completed Bid document well ahead of bid closure time to avoid any last-moment problem of power failures, network failure, etc. VOCPA shall not be responsible in any manner.

- 2.16.2 The bidder shall ensure the correctness of the bid prior to uploading and also ensure clarity/legibility of the document uploaded by him/her to the portal, especially the scanned documents. Non-submission of legible documents may render the bid non-responsive. However, VOCPA, if so desires, can ask for legible copies or original copies of scanned documents and statements uploaded in the portal within the specified period for verification provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents within the stipulated date, his bid shall be considered non-responsive.
- 2.16.3 The bidder shall digitally sign on all the statements, documents, certificates uploaded by him/her in support of the Pre-qualification and Responsiveness of the bid, owning responsibility for their correctness/ authenticity. The bidder must note that misrepresentation of facts and/or submission of fraudulent documents or submission of bid in an irresponsible manner may disqualify the bidder from participating in any tender of VOCPA and also termination of any other ongoing contracts with forfeiture of the Security Deposit. VOCPA reserves the right to verify the authenticity of the documents/information submitted by the bidder.
- 2.16.4 Signatory of the bid documents shall be Bidder himself or a person duly authorized and holding power of attorney to do so on behalf of the Bidder, as furnished in Form-V of the bid document.

2.17 **DEADLINE FOR SUBMISSION OF THE BIDS:**

- 2.17.1 The online bidding will remain active till the last date and time of the bid submission. Once the date and time (Server date and time) are over, the bidder will not be able to submit the bid. The date & time of bid submission should remain unaltered even if the specified date for the submission of bids is declared a holiday for the VOCPA.
- 2.17.2 The Tender Inviting Authority/ VOCPA may extend the deadline for submission of bids by issuing an amendment in accordance with **Clause No.2.9** of this Section, in which case all rights and obligations of the VOCPA and the bidders previously subject to the original deadline will then be subject to the new deadline. The new date after extension shall be available on the Tender portal.

2.18 **LATE BIDS:**

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

2.19 **MODIFICATION AND WITHDRAWAL OF BIDS:**

- 2.19.1 In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system, including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system, and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc. If the bidder fails to submit his/her modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.
- 2.19.2 In the e-Procurement Portal, withdrawal of bids is allowed. But in such a case, the bidder has to write a confidential letter with appropriate reasons for his/her withdrawal addressed to the Tender Inviting Authority and upload the scanned document to the portal in the respective bid before the closure of submission. The system shall not allow any equipment withdrawal after the expiry of the closure time of the bid.

OPENING AND EVALUATION

2.20 **BID OPENING:**

- 2.20.1 Bid opening dates are specified during the publishing of tender or can be extended vide corrigendum. These dates are available in NIT / Corrigendum as well as the home page of the portal.
- 2.20.2 If the specified date of bid opening is declared a holiday for VOCPA, the bids shall be opened at the appointed time on the next working day.
- 2.20.3 If the required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption, bid will not be considered for techno-commercial evaluation.
- 2.20.4 The Cover A – Techno-commercial Bid containing the techno-commercial documents listed in the Pre- Qualification and Responsiveness Information in Annexure- A and any other documents uploaded by the Bidders as required for bidding purpose will be opened through online on the scheduled date and time in the presence of such bidders and/or their authorized representatives, who wish to be present at the time of opening, at their own cost.
- 2.20.5 The Price bid of the shortlisted bidders i.e., technically qualified bidders will alone be opened by the Port on a date and time to be notified later.

2.21 **CLARIFICATION ON BIDS:**

During evaluation and comparison of the bids, the VOCPA may, at his discretion, ask the bidder for clarification on the bid. The request for clarification shall be given in writing by registered/ Speed Post/Registered e-mail/uploaded on the e-procurement Portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the tenderer does

not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered, or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening, and which have not undergone change since then. (Example: if the Permanent Account Number, *registration with GST* has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a work /supply order without its completion/ performance certificate, the certificate can be asked for and considered. However, no new work supply/work order should be asked for so as to qualify the bidders.

2.22 **EVALUATION & COMPARISON OF BID:**

2.22.1 **Evaluation of Techno-Commercial Bid:**

In evaluation of the techno-commercial bid, conformity of the eligibility/ qualification, technical and commercial conditions to those in the bid document is ascertained. Additional factors, if any, incorporated in the tender documents may also be considered in the manner indicated therein. A responsive tender is one which inter-alia confirms to all the terms and conditions including General and Special conditions of the entire bid documents without any deviation or reservation and the same shall be determined as described below:

- (a) The documents uploaded by the bidder as specified in **Form- IV** read with **Section - II, Clause 2.16.2 (iv)**, will be evaluated for fulfilling the eligibility criteria.
- (b) The financial capability will be evaluated based on the information provided in Form III read with **Section- II, clause 2.16.2 (iii)**.
- (c) After scrutiny of the documents uploaded in the Cover A – Techno-commercial Bid, the eligible bidders will be pre-qualified based on the details provided by them.
- (d) The Port may verify the original documents of the scanned copies uploaded by the Bidder during evaluation or at any time, if required. In case the documents submitted by the bidders found to be forged/ false, the port will take appropriate penal action including cancellation of the work order issued and blacklisting of the firm/ company for a period of 3 years.
- (e) The shortlisted bidders after the Techno-Commercial evaluation will be informed through emails after short listing and the same will also be published in the Port website. Any bidders who had participated in the tender having any objections or observations shall inform the same to the designated Email id, within a period of seven days from the date of publishing in the website. Objections if any, received after this date will not be entertained.
- (f) Objections so received will be duly examined as per the Terms and Conditions of the tender

and the decision will be posted on the website or intimated to the firm. The decision of the competent authority, in this regard, will be final and binding and no further objections will be entertained once the decision is finalized.

2.22.2 Financial Evaluation:

- (a) The due date of opening of **Cover B- Financial Bid** shall be scheduled and intimated to the prequalified bidders through portal.
- (b) The Financial Bid of the pre-qualified & responsive bidders will be opened on the pre-published / notified date & time in the presence of bidders or their authorized representative who wish to be present. The participating bidders can also witness the opening of price bids online by logging on to the portal with his DSC from anywhere.
- (c) The financial evaluation shall be made on the basis of total price as indicated price schedule/ Bill of quantity. VOCPA is not bound to accept the lowest quoted offer. Conditions, if any, with Price Bid shall not be considered for any purpose.

2.22.3 Evaluation of the bid does not exonerate the bidders from checking their original documents. VOCPA reserves the right to verify the authenticity of the documents/information submitted by the bidder.

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

At the time of the bidding stage

- (a) Termination of any other ongoing contracts with forfeiture of the Security Deposits.
- (b) Blacklisting / debarring / tender holiday of the firm under the Prevention of Corruption Act, 1988 for a period of three years from the date of blacklisting.

At the time of contract execution

- (a) Termination of the contract with forfeiture of the Security Deposits.
- (b) Termination of any other on-going contracts with forfeiture of the Security Deposits.
- (c) Blacklisting of firm under Prevention of Corruption Act, 1988 for a period of three years from the date of blacklisting.

2.22.4 Conditional bids may be rejected by VOCPA. Conditions, if any, on any document enclosed with Price Bid shall not be considered for any purpose.

AWARD OF CONTRACT

2.23 AWARD CRITERIA:

- (a) VOC Port Authority will award the contract to the bidder whose bid has been evaluated to be techno-commercial responsive and the highest evaluated Bid.
- (b) VOCPA will award 2 Nos of weigh bridges on license mode.
- (c) VOCPA reserves the right to increase or decrease the number of weigh bridges at the finalization of tender and during the license period as per requirements. However the license period will remain unaltered from the date of commencement of license agreement under this tender.
- (d) If two or more no. of bidder quotes the same highest revenue share, then revised price bid will be asked from the bidders who have quoted the same highest Revenue Share.
- (e) The revised price bid will be submitted by the bidder on the scheduled date and time as communicated by VOCPA. The revised price bid offered should be over and above the highest revenue share obtained through e-tender.

2.24 PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL THE BIDS:

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

2.25 NOTIFICATION OF AWARD:

Prior to the expiration of Bid Validity, the Successful bidder will be notified in the form of Letter of Acceptance/ Award or Work Order which will be communicated by registered letter or by mail that his Bid has been accepted. The successful bidder has to furnish Performance Security and Non judicial stamp paper for signing of Contract / Agreement within 15 (fifteen) days from date of issuance of Letter of Acceptance/ Award or Work Order. The issue of the letter of acceptance shall be treated as the closure of the Bid process.

2.26 SIGNING OF CONTRACT:

The successful has to furnish the Performance Security Deposit (PSD), as per the Tender Conditions. The Licensee shall be required to execute an agreement in the proforma prescribed by the V.O.Chidambaranar Port Authority (**as per Annexure B**) on Tamil Nadu Government State stamp paper of the required value within 28 days from the date of issue of letter of acceptance /Work Order. 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, VOC port being in such circumstances entitled to treat the successful bidder as in breach of contract and proceed accordingly.

2.27 PERFORMANCE SECURITY DEPOSIT or PERFORMANCE GUARANTEE:

- 2.1.2** The successful bidder (Licensee) shall furnish an amount of **Rs.11,01,600/-** as Performance Security in the form of Insurance Surety Bond, account payee demand draft, fixed deposit receipt from Scheduled Commercial bank, irrecoverable and operative Bank Guarantee issued / confirmed from any of the Scheduled Commercial bank in India, as per specimen in **Annexure C** or online payment through RTGS/NEFT to the account whose details are provided as below:

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 Number	0143010000000001
E	Type of Account	Savings Account
F	Beneficiary's Name	FA & CAO, V.O. Chidambaranar Port Authority, Tuticorin

Performance Security is to be furnished within 15 days from the date of issuance of Letter of Acceptance/ Award of Work Order towards successful performance of the Contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the Contractor. The successful bidder shall submit a performance security deposit with an initial validity of one year and the same may be extended every year till the completion of 60 days from the date of expiry of license period.

However, the Engineer may relax the time limit of 15 days for submission Performance Security and extend it by further period in extraordinary circumstances for the reasons recorded. If the performance Security is not deposited in time as prescribed above, the LOA shall stand cancelled automatically and the Earnest Money Deposit will be forfeited, and action shall be initiated as per **Clause No. 2.15.8 of ITB**

The Contractor shall furnish the BG towards performance security by the issuing bank directly to the Port through SFMS mode.

This will not bear any interest. Bank Guarantee, obtained from the Nationalized Bank /Scheduled bank in the format prescribed, ***shall be in compliance with for a digital confirmation for the Bank Guarantee and the BG not complying with this shall not be considered.***

The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Works If required, the Contractor shall extend the validity of the Performance Security accordingly.

The performance security will be forfeited in the event of breach of contract by the Contractor.

The performance security should be refunded to the Contractor without interest, after the Contractor duly performs and completes all obligations under the contract but not later than 365 days of completion of the license period.

2.28 **INTEGRITY PACT:**

For every work / procurement / contract the value of which is Rs.1crore and above, the Integrity Pact agreement format as given at **Form – XII** shall form a part of the bid document and it shall be prepared in **Non-judicial stamp paper shall be uploaded along with technical bid** by all the participating bidders and the original shall be submitted to Notice Inviting Tender Authority within 7 (Seven) days of opening of tender by all the participating bidders, failing which the bid will be treated as non-responsive. The Integrity pact signed by the Purchaser and the bidder (successful bidder –Licensee) shall be made part of contract agreement.

The details of Independent External Monitors (IEM) are:

1) Shri Hermanprit Singh, IPS (Retd.),

12, Belevendre Road,

Alipore,

Kolkata – 700027.

Phone No: 9830197103

Email id: hermanprit@gmail.com.

2) Shri Trivikram Nath Tiwari, ILS (Retd.),

(Retd Additional Secretary, Ministry of Law & Justice),

Flat no.G-4/1602, 16th Floor,

Ganga Yamuna Hindon Apartments,

Siddharth Vihar, Sector 7, Ghaziabad -201009, UP.

Phone No: 9868472265 (WhatsApp), Mobile: 9871788277

Email id: trivikramnt@yahoo.co.in

SECTION III

GENERAL CONDITIONS OF CONTRACT(GCC)

3.1 DEFINITIONS:

In this contract, the following terms shall be interpreted as indicated.

- (a) “The License Agreement” means the agreement entered between VOC Port Authority and the Licensee as recorded in the Contract Form signed by the parties including all attachments and appendices there to and all documents incorporated by reference therein.
- (b) The “Licensor” is the Board of Members, VOC Port Authority (VOCPA). VOC Port Authority may, from time to time, by notice in writing to the Licensee, nominate are presentative or representatives to perform specific duties of VOC Port Authority under the Contract. The notice shall specify the duties which the representative or representatives shall perform on behalf of VOCPA.
- (c) The Licensee is the successful bidder in favour of whom the Grant of License is awarded.
- (d) “Licensor’s Representative” means the person appointed by VOC Port Authority to act as the Engineer for the purpose of the Contract.

3.2 USE OF CONTRACT DOCUMENT:

The Licensee shall not, without prior consent of the Licensor, make use of any document except for the purpose of performing this contract.

3.3 TERMINATION:

The Board may, without any prejudice to any other remedy for breach of contract, by written notice of default sent to the Licensee, terminate the contract in whole or in part:

- (a) if the Licensee fails to execute the obligations under the contract within the period as specified in the contract, or any extension granted by the Board;
- (b) if the Licensee fails to perform any other obligation under the contract and if the Licensee does not cure, after receipt of a notice of default, its failure within the time specified in the notice. The notice of default shall specify the nature of default as well as the time within which the default has to be cured by the Licensee.

In case of termination of contract for default by the Licensee, the Board may forfeit the security deposit and may not permit the Licensee to participate in any of the future tender of VOCPA.

3.4 RESOLUTION OF DISPUTE:

Normally, there should not be any scope for dispute between the Licensor and Licensee after entering into a mutually agreed valid contract. When dispute/ difference / disagreement / claims of any kind arise, both the Licensor and Licensee should first try to resolve it amicably by mutual consultation failing which it shall be referred to conciliation & settlement Committee established by the Licensor.

3.4.1 Amicable Settlement:

If a dispute of any kind, whatsoever, arises between the Licensor and Licensee in connection with or arising out of the contract or the execution of the works, whether during the execution of the works or

after their completion and whether before or after the repudiation or termination of the contract, including any difference, question or disagreement by either party with any action, in action, opinion, instruction, determination, certificate or valuation of the Engineer; the matter in dispute shall,

- (a) refer to the Chief Mechanical Engineer, V.O.Chidambaranar Port Authority, Tuticorin.
- (b) In case the dispute is not resolved, the same shall be referred to the committee headed by Deputy Chairman and other members to be nominated by Chairman, VOCPA.
- (c) If the dispute remains unresolved, the same shall be referred to the Chairman, VOCPA, whose decision, in this regard, is final and binding on both the parties to the contract.

3.4.2 Conciliation:

In case any dispute is not resolved amicably as provided in Clause 3.4.1, the Licensee may agree to refer the matter to Conciliation & Settlement Committee established by the Licensor / Ministry of Ports, Shipping and Waterways. The procedure for reconciliation and settlement shall be followed as per the guidelines issued by the Ministry of Ports, Shipping and Waterways (Conciliation and Settlement Guidelines).

3.4.3 Arbitration:

If an amicable settlement is not forthcoming, the Dispute shall be referred to the Society for Affordable Redressal of Disputes - Ports (hereinafter called as SAROD - Ports). The dispute shall be dealt with in terms of Rules of SAROD - Ports. The detailed procedure for conducting Arbitration shall be governed by the Rules of SAROD - Ports and provisions of Arbitration & Conciliation Act, 1996, as amended from time to time. The Dispute shall be governed by Substantive Law of India.

3.4.4 JURISDICTION OF COURTS:

All such disputes, which could not be settled at the intervention of Chairman, VOCPA, shall be subjected to the jurisdiction of the courts at Tuticorin only.

3.5 FORCE MAJEURE:

In the event that the Licensee delays in performing its obligations in the contract, and such delay is caused by force majeure including war, civil resurrection, strikes (other than the strike solely by the Licensee's men), fire, flood, epidemics, earthquakes, extremely adverse climatic conditions, such delay may be excused and the period of such delay may be added to the time of performance of the obligations without any price implications.

If a force majeure situation arises, the Licensee shall promptly notify the Board in writing of such condition and the cause thereof, **but not later than 7 days from its occurrence**. Unless otherwise edirected by the Board in writing, the Licensee shall continue to perform its obligation under the contract as far as reasonably practicable. The Licensee shall demonstrate to the Board's satisfaction that it has used its best endeavor to avoid or overcome such causes of delay and the parties will mutually agree upon remedies.

To mitigate or overcome such causes of delay without having any right to any claim on account of such force majeure.

VOC Port Authority is not liable for the warranty obligations between Licensee and Manufacturer.

Hence any breakdown during warranty period and thereafter due to any reason thereof shall not be covered under FORCE MAJEURE.

3.6 TIME EXTENSIONS:

The Licensee may claim extension of the time limits in respect of installation and commissioning of weighbridge (s) in case of:

- a) Changes ordered by VOCPA.
- b) Delay in supply of any materials or services which are to be provided by VOCPA.
- c) Force Majeure;
- d) Delay in performance of work caused by orders issued by VOCPA. The Licensee shall submit the claim, within 7 days of occurrence of such delay, clearly indicating the justification for such extension and with necessary documentary evidence.

3.7 INSURANCE:

All the men/women to be deployed by the Licensee for performing the contract shall be insured against injury/ accidents/death, by the Licensee at his own cost.

The Licensee shall indemnify VOC Port Authority against all losses and claims in case of death or injury caused to any person by him during the execution of the work.

The licensee shall take all necessary insurance covers as required by law and ensure that these are valid throughout the license period.

3.8 COMPLIANCE WITH STATUTES, REGULATIONS:

The Licensee shall comply in all respects, with all statutes and regulations as may be necessary, including clearance from State/Central Govt. authorities, Pollution Control Boards, labour enforcement and local authorities. The Licensee shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central and State legislation as well as any by-laws of any local authorities regarding labour, particularly the Minimum wages Act, Factories Act, Workmen's Compensation Act, Employees' Provident Fund and Family Pension Fund Act, Employees State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National and Festival Holidays Act, Shop and Establishment Act, The Apprentice Act and keep the Employer indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the Licensee. The price quoted by the Licensee in the Bill of Quantity shall be deemed to include all expenses whatsoever the Licensee may be required to incur for compliance with the provisions of the above said legislation. The Licensee shall make necessary arrangements for the Licensor to witness the payment made by the Licensee to his staff and labour.

3.9 INDEMNIFICATION:

The Licensee shall indemnify, protect and defend at its own cost, VOC Port Authority and its agents and employees from and against any / all actions, claims, losses or damages directly or indirectly arising out of

- a) Any violation by the Licensee in the course of its execution of the contract of any legal provisions or

any right of third parties;

- b) Licensee's failure to exercise the skill and care required for satisfactory execution of the contract.

3.10 DEDUCTIONS:

While performing under the contract, the damages caused by the Licensee or his workmen to any of the Port Authority property shall be promptly made good by the Licensee at his own cost. In case the Licensee fails to repair/replace the damage, VOC Port Authority shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the Licensee. In determination of the damage, the opinion of the Engineer In-charge (EIC) shall be conclusive.

Any dues arising out of failure on the part of the Licensee to carry out any obligation under the contract shall be deposited by the Licensee within 30 days from receipt of such intimation from Licensor. Non-deposit of such dues within the specified time shall result in one or combination of following actions which will be taken by Licensor.

- (a) Adjusting from Performance Security Deposit by en-cashing the Performance Security Deposit. The balance amount of Performance Security Deposit shall be refunded after submission of the new BG having validity as of the earlier BG.

- (b) Non-deployment of weigh bridge for operation with immediate effect.

Where the dues exceed the amount of Performance Security Deposit, VOC Port Authority reserves the right to:-

- (a) Forfeit the Performance Security Deposit.
(b) Recover the amount from any other contract under execution by the licensee in VOCPA.
(c) **Clause 3.22** of GCC-Earlier Termination to be invoked.

3.11 PERSONAL PROTECTIVE :(PPE)

The Licensee shall be solely responsible, at his own cost, for the supply of required PPE to his workers and staff and he shall also ensure the use of PPE such as helmets, nose masks, hand gloves etc. by his staff at site.

3.12 CONDUCT:

The Licensee, at all times during the execution of the contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the neighborhood of the works.

3.13 ACCIDENT:

The Licensee shall, within 24 hours of the occurrence of any accident, at or about the work site or in connection with the execution of the contract, report such accidents to the Engineer In charge giving all the details. He shall also provide additional information about the accident as requested by the EIC.

3.14 WATCH AND WARD:

During the execution of the contract, it shall be the responsibility of the Licensee to arrange watch and

ward of the work including the raw materials, machine/equipment/system used for the work at his own cost till the date of acceptance of the work by VOCPA.

3.15 UNDERTAKING BY THE LICENSEE:

Having understood all the terms and conditions of the tender document and having assessed the site conditions, we hereby confirm that the revenue share offered by us is firm by considering all factors such as taxes, duties, fees, Cess etc. and all incidental charges, etc.

3.16 ASSIGNMENT AND SUBLETTING:

The Licensee shall not transfer the weigh bridge system (s)/ equipment (s) for operation to any 3rd party either by way of sub-license, assignment, rent or any other means without written permission of VOCPA.

3.17 SAFETY AND SECURITY:

At all times during the construction & operation of the weigh Bridge(s) the licensee shall adhere to the highest standards for the safety of the vessel, of the people working on board and shore and property of VOCPA. In case of accidents, the licensee shall be accountable for all the liability and losses. The licensee shall be solely responsible for any damage to the vessel, Port properties and human lives during the license period. The security of the weigh bridge system (s) / equipment will also be the responsibility of the licensee. Any damage to Port property should be made good by the licensee within an agreed period at his cost failing which VOCPA reserves the right to initiate steps to make good the damage at the cost and risk of the licensee.

3.18 UTILITIES:

VOCPA, on request of the licensee may provide required housing on payment of applicable house rent to accommodate the operational and maintenance staff of the licensee. Port entry permits on payment will also be issued to the licensee's staff.

3.19 OBLIGATION TO OBTAIN ALL STATUTORY CLEARANCES & PERMISSIONS:

The licensee shall, at its own cost, obtain and maintain valid statutory clearances and permissions as maybe required as per law for operating the Weigh Bridge(s).

3.20 TAXES, LEVIES, ETC.:

The licensee shall pay all lawful taxes including service tax, duties, cess, assessments, charges etc which may be levied by any govt. authority or tax levying agencies from time to time.

3.21 NO NUISANCE/ANNOYANCE TO OTHERS:

The licensee shall not indulge or allow anybody else to indulge in anything which may be or may become nuisance or annoyance to the Port or any other agency in the vicinity of the licensed premises.

3.22 EARLIER TERMINATION:

The Port awards the license to the licensee upon the conditions that the licensee shall perform in accordance with the terms and conditions of the license. In the event of violation of any such terms and conditions by the licensee, VOCPA may terminate the license at its discretion after giving 30 days notice. Also, VOCPA at its discretion will pre-close the contract based on Port development plans,

Scenario, unavoidable situations, etc after giving 120 days notice.

3.23 NO COMPENSATION:

No compensation whatsoever shall be payable by the Port to the licensee on termination / preclosure of the license prior to the expiry of the license period.

3.24 Port shall levy charges on Land as rent towards the area occupied by the weigh bridge as per the tariff applicable and water supply will be provided to the weighbridge on chargeable basis as per Port norms.

3.25 Electric Power:

- (a)** The contractor shall make necessary arrangements to avail electric power at one point from the nearest possible source. The required arrangement of taping the power supply with metering arrangement including cable works and other related works shall be carried out by the contractor.
 - (b)** VOCPA provide Power supply for construction and operations of the weighbridge on chargeable basis as per the relevant applicable tariff and Port norms.
 - (c)** The Employer does not guarantee the continuity of power supply in the event of power failure (during preventive & breakdown maintenance, etc) the contractor shall be required to make its own arrangements for the provision of electric power.
 - (d)** Quarters will be provided for the Manpower on Market rent/applicable tariff of Port. The Contractor shall submit the application & relevant documents as per Port norms and shall pay the applicable charges.
-

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

4.1 LICENSE PERIOD:

The License period is for a period of Ten (10) years from the date of signing of agreement. The weigh bridge shall be installed & commissioned within a period of six months from the date of signing of agreement.

4.2 LIQUIDATED DAMAGES

Subject to any of the provisions of this Agreement providing for extension of time for performance or excuse from performance, as the case may be, of any of the obligations of the Licensee under this Agreement, the Licensee shall pay to the Licensing Authority liquidated damages at the rate of 0.56% (zero point five six percent) of the Performance security deposit for every Day of delay in fulfilling the specified obligations on or before a Milestone Date. The Parties agree that the liquidated damages as provided are a genuine pre-estimate of the damages the Licensing Authority is likely to suffer and are not by way of a penalty. In case the aggregate delay exceeds 180 (one hundred and eighty) Days, the Licensing Authority shall be entitled to terminate this Agreement and the consequences of termination as laid down in **Clause 3.3 of GCC** shall follow. The Licensing Authority may, at its discretion recover any amounts with respect to liquidated damages from the Performance Security Deposit.

4.3 The licensee shall submit to the licensor (V.O.Chidambaranar Port Authority) authority, a Financial statement of the Gross Revenue for every six monthly period including 30th September and 31st March every year duly certified by its statutory auditors. The certificate must be furnished within 30 days of the end of each period.

4.4 Payment of Revenue share calculated at the percentage of revenue share offered by the successful bidder on the gross amount of handling charges, computed at VOCPA approved rates on the quantity of cargo handled / weighed for various types of commodities shall be made to the licensor for each month on or before 7th of succeeding month failing which interest for delayed payment shall be charged from the due date to date of payment thereof. The interest shall be paid along with dues or else the full interest amount (as on payment date) will be accounted for in the payment, and any remaining amount will be adjusted towards the outstanding dues.

4.5 As per **Clause 2.23 Award Criteria of ITB**, the bidder has to quote revenue share for the weighbridge systems. However, if need arises Port reserves the right to provide additional license(s) for establishing additional weighbridge(s) with the same terms and conditions OR establish Port owned weigh bridges. Port will not provide any guarantee for the cargo weighment OR volume of business OR collection of revenue.

4.6 All the responsibilities in operation and maintaining the weigh bridge system (s) will be under the scope of bidder. The bidder shall ensure the error free operation of weigh bridges. Any error/mal functioning/Partial functioning/improper operation, etc shall be rectified at the earliest, failing which it will be treated as breakdown / downtime.

4.7 The Revenue Share amounts remaining unpaid on respective due dates would carry interest as per Port norms from the due date till the date of payment or realization thereof.

4.8 ALLOTMENT OF WEIGH BRIDGE (S) & COLLECTION OF CHARGES:

A methodology for the allocation of weigh bridge (s), time slot, etc will be framed by the Traffic department based on availability/performance/ users requirements/cargo/etc. The discrepancy in the allotment shall be decided by the Traffic Department and intimated to the licensee. Accordingly, requisition for engagement of weighbridges will be given by exporters/importers/cargo owners/other users to the licensee through the online portal. The decision of Traffic department is final.

The licensee shall collect the charges from the users as per the tariff. The indicative tariff is attached in **ANNEXURE-D**. Port will review the tariff, time to time, as per tariff guidelines in force.

SECTION V

SCOPE OF THE LICENSEE

5.1 ABOUT PROPOSED LICENSEE:

VOC Port Authority is located on the East coast of India. The Port intends to install 2 Nos of Weigh Bridges (Coal yard and near Blue Gate area). The Port would like to encourage registered stevedores, bonafied importers / exporters or their subsidiaries, service providers and other interested eligible bidders for Finance, Construction, Own, Operation and Maintenance of unmanned Automated Weighbridge Systems. The license period will be for a period of ten (10) years.

The prospective bidders are advised to visit the Port with prior intimation to Chief Mechanical Engineer, VOC Port Authority and inspect the location of weigh bridge would be working after installation. The Port **intends to install 02 nos. Weigh bridge Systems**. However, VOCPA reserves the right to vary no. of Weighbridge to be established as per the requirement of the VOCPA, at the time of finalization of this tender and during the license period, depending on the prevailing situation.

The successful bidder, on receipt of Letter of Intent shall submit a detailed proposal about the Weighbridge system(s) proposed to be established / installed, along with the technical details.

5.2 WEIGHBRIDGE TO BE INSTALLED:

The unmanned Automated Weighbridge shall be installed & commissioned within a period of 6 months, from the date of Signing of Agreement. The licensee shall arrange to install & commission Weighbridge in the Port area within the stipulated period. The licensee shall submit the documentary evidence such as relevant certificates from required statutory authorities & other regulatory bodies towards the readiness of the Weighbridge for commencing the operation.

5.3 TECHNICAL SPECIFICATION:

5.3.1 Minimum and indicative Technical Specifications of the required for 120T capacity unmanned Automated Weighbridge System (s) may be as follows:

1	Capacity	-	120MT
2	CCTV	-	3nos. (exit point, weighment point (cargo) & cabin)
3	ANPR (Automatic number plate Recognition) camera	-	1 no. (entry point)
4	RFID reader	-	1 no.
5	Traffic lights	-	2nos. (red, amber, green)
6	Boom Barrier	-	2 (In & Out)
7	Pole for RFID Lamp sensor camera	-	1

8	Computer system	-	1
9	Network switch	-	2 (as per site requirement)
10	Software	-	1
11	Interactive voice response	-	1 (trilingual)
12	Jumbo Display Unit	-	1 (trilingual)
13	Platform size	-	20m x 3.5m
14	Control cabin	-	1 (independent container)
15	Server	-	1 (as per site requirement)
16	Outdoor unit (IP 66) with audio annunciation system, press button for selection & response, Printer for weighment slip, indication lamp (working, alarm, error) etc	-	1
17	Push button	-	2nos
18	Online UPS with suitable capacity for entire load of weigh bridge system excluding AC	-	3hrs battery backup
19	OFC Cable termination	-	Provision for OFC connectivity. (OFC link by Port)
20	Furniture	-	1 set
21	Air conditioner with all other accessories	-	2ton
22	Connectivity	-	<ul style="list-style-type: none"> i. OFC – inter-connection with Port OFC, supply & Installation of OFC termination kit (LIU, rack, SFU, Lan switches, patch cord etc.) ii. 2RF - supply & Installation of RF equipment with accessories to establish RF link between weigh bridge and Port communication centre. iii. 5G connectivity with failover system

			iv. Surveillance CCTV system with video analytics feature, required interconnectivity equipment's, cables, etc shall be provided and maintained by licensee. The system will be monitored and controlled through Port surveillance system.
--	--	--	--

The bidder may please note that the above specifications mentioned are minimum only. However, Licensee may design the above equipment with higher specifications and latest technologies to meet the Project requirement. The bidder may adopt its own design so as to fully meet the functional requirements in all respects without sacrificing the safety, quality, efficiency and reliability in any manner. All the material, equipment offered and used in the execution of the work shall be suitable for sustained service in a marine atmosphere and cyclone prone environment.

5.3.2 Main beams, Cross beams and Transverse Beams: The main girder/beams and cross beams will be preferably in a single piece without any welded/ joint section. Mild steel as per IS: 2062 as amended on date of make, of SAIL/TISCO/ESSAROR equivalent of reputed manufacturer. The bidder can provide the concrete platform for the weigh bridge. However, the design of the platform shall be vetted by Third party agency/OEM.

Further, at any point due to change / shifting of location of WB directed by Port, the shifting charges will be borne by the licensee.

5.3.3 Deck: Anti-skid Mild Steel plate as per IS: 2062 as amended on date of make of SAIL/TISCO/ESSAR OR Plate equivalent of reputed manufacturer inconvenient lengths of thickness not less than 12mm for 120MT.

5.3.4 Maximum overload is 150% and Safe load is 120% and weight of the platform is not less than 20MT.

5.3.5 Construction: I beams running in the direction of the vehicle traffic and with the beams positioned to allow the truck wheels to always be supported by I beams of ISMB 500/300/250, the heavy-duty Top plate fully welded to the end profiles, providing a one-piece robust structure suitable for harsh environments. The weighbridge is secured by recessed steel bolts and washers, this means that the bolts can easily be removed at any time and are not worn by truck tyres and the bolt heads do not damage truck tyres,

5.3.6 The weighbridge is fully coated with Epoxy paint with undercoated primer oxide finish to prevent corrosion. The design of the weighbridge with a Closed-Rib orthotropic structure allows for a natural airflow around the underneath of the weighbridge thus preventing any possible corrosion due to “sweating “of the steel and is keeping in line with proven structural bridge designs. The outer side beams and deck is treated with noncorrosive primer, and finished with a heavy-duty Epoxy gloss finish. Contractor shall carry out complete painting of weigh bridge system two years once during the contract period.

5.3.7 10nos or required numbers of load cells shall be used. Load cell type: New Generation Compression Load cell with Digital Technology or better / latest technology are to be considered for most accurate weighment and suitable for Truck Weighbridges. Load cell capacity is 30tons (30,000kg) each.

- 5.3.8** Load cell protection: Hermetically sealed (IP-68 / IP 69K Protection class) maintenance and corner adjustment free, inert-gas filled, point contact, hermetically sealed Compression Type load-cell suitable to operate under (-) 40 degrees centigrade to 60-degree centigrade temperature and upto 85% moisture/humidity; capable to sustain specified overload, destruction load and side thrusts without further adjustment.
- 5.3.9** Ultimate Overload: 300% as required for R60 OIML approved. Rated output 2,00,000 counts. Excitation recommended is 10-12V(DC)
- 5.3.10** Weight Indicator should have a character size of 100 mm, 5-digit dot matrix, easily readable Alpha-Numeric type to be provided. Its units should be in Kg. Load cell connection mode: 6 wire, auto compensation for long distance. Load cell excitation: 5-15VDC. Transmission distance <1200mtrs. Zero track: 0e,0.25e,0.5e,1e. Zero stability <5ppm/degree. Response time <0.5second.
- 5.3.11 Sealing & stamping:**
- (a) Conformity: The sealing and stamping of the total weighing system shall be to the requirements laid down under “Indian Weights & Measures Act, 1976”/The legal metrology Act 2009 and amendment Act 2011. The chassis of the electronic equipment shall be designed in the manner that it is Feasible to lock the whole system electronically to make it completely tamperproof in one place for subsequent verification by the concerned authorities.
 - (b) Packing: The mechanical and electronic components of the weighing system shall be suitably packed. All the conditions of storage before actual installation shall be Specified by the manufacturers.
 - (c) Performance: The performance of the load cells as well as the total system shall also comply to all the technical and metrological requirements laid down under the Indian Weights & Measures Act, 1976 and IS: 9281 (Part-III) - 1981 as amended on date.
- 5.3.12** Junction Box: IP66 protection class. Surge protection- Surge arrestors provided within. Material of construction: cast stainless steel. Connection type: terminals on PCB mounted inside junction box. Glands for entry: Double compression type.
- 5.3.13** Printer required 1 number. Personal Computer required 1 number, online UPS of suitable capacity of 3hrs battery backup of approved make for continuous operation of weigh bridge system during power failure including lighting arrangement.
- 5.3.14** All the civil foundation, Ramp, Approach Road, Weighbridge Cabin, Electrical & Earth pit work or any work related to Civil for installing & commissioning of the weighbridges if required to be carried out by the supplier.
- 5.3.15** Facility to store Continuous data to be provided for 1 year data base.
- 5.3.16** In event of power failure there shall not be any change in the weighment reading in the display. After restoration of power the same weight shall be displayed.
- 5.3.17** Terminal to work without any Air conditioner to be provided.
- 5.3.18** The system to carry high degree of protection against radio frequency interference.
- 5.3.19** Two coats of anti-corrosive and one coat of epoxy finishing coat of paint on all steel structures after preparation of surface to be applied for protection against corrosion/rust.

- 5.3.20** Jumbo Display Unit: An additional display unit at a suitable place outside the cabin of weighbridge for clear viewing of drivers in day light or in darkness of character size of 100 mm, 5 digits bright, LED type to be provided.
- 5.3.21** Lock & Key provision shall be provided to the entire system.
- 5.3.22** Hooter provision for alarming system shall be provided.
- 5.3.23** SMS facility to inform about the fault if arises for quick retrieval.
- 5.3.24** Type of information to be displayed on the display unit: weight, date, time, vehicle number and type
- 5.3.25** Standard print out should include following:
- Time, date, year and Serial No.
 - Gross Weight, Tare Weight and Net Weight.
 - Automatic calculation and printing of Net Weight
 - (Net weight = Gross weight- tare weight).
 - Truck number.
 - Material in Truck.
 - Driver IN/OUT.
 - Bill No. /Challan No. with date.
 - Supplier / customers name and address.
 - And any other data as required/suggested by Port
- 5.3.26** The report type must be Date-wise/Truck-Wise Complete/In-complete Weighment.
- 5.3.27** Format or report in Serial No./Key No., Truck No., Gross Weight, Tare Weight, Net Weight and Material Etc.
- 5.3.28** Weighment Slip Contains Serial No., Key No., Truck No., Material/Party Name, Date, Time, Gross/Tare/Net Weight Etc.
- 5.3.29** Traffic light to be provide in the entry and exit of weighbridge.
- 5.3.30** Construction of container room size – 4 m x 3 m x 3 m or bigger for housing the weigh electronics, PC keyboard and stacking records etc., and two tube lights/suitable luminaries, ceiling fan in the room, one 3 pin socket, Air Conditioner, one set of furniture, two chair, One table, Lock and key.
- 5.3.31** The supplier has to furnish the foundation drawings and related diagrams (mechanical and electrical).
- 5.3.32** Ramp size should be 4mtrs or more on both side of the weighbridge platform (entry & exit).
- 5.3.33** The Weigh bridge system shall comprise of AI compatible weighment system, RFID system, server, PCs, UPS, Boom Barriers, Network system (OFC termination, RF system), required software with API, Signal lights, Ramp, CCTV system, IVR system, display boards, printer, lighting arrangement, container office with furniture (computer table, office table, chairs, AC, fan etc.,) and other required accessories and equipment etc.

5.3.34 The weigh bridge system shall be upgradable and provide latest possible features to the users and port authority to support the cargo movement in port. Any upgradation as per site requirement or directed by Port authority, the licensee shall adhere the requirements at his cost.

The indicative flow of weigh bridge system, showing the operation, movement of vehicle, details to be shared, connectivity of the various systems, issuance of permission, entry of details through online portal, mail system, etc is enclosed for reference. The system shall be developed to satisfy the site requirements, smooth cargo movements, hindrance free operation, ease of sharing and obtaining the requisite details from different stake holders. The online portal with integration to POS, RFID, etc shall be developed by the licensee for workflow and to provide all requisite datas to VOCPA, Port users, other stake holders, Transport owners, Drivers, to support in smooth functioning of the weigh bridge system.

5.4 INSTALLATION & COMMISSIONING OF THE AUTOMATED WEIGHBRIDGE SYSTEMS:

- a) Bidders are required to supply unmanned Automated Weighbridge including operation and maintenance.
- b) The unmanned Automated Weighbridge has to be supplied, installed and commissioned within 6 months, from the date of signing of agreement. The licensee shall finalize and place the purchase order on the Weighbridge manufacturers at the earliest & will submit the copy of Purchase Order along with a bar chart clearly indicating the dates for all the activities starting from placement of purchase order to commissioning of the Weighbridge. Failure to submit the copy of Purchase Order for the Weighbridge s within 60 days from the date of signing of agreement may result in cancellation of LOA with forfeiture the EMD & termination of the contract with debarring the firm to participate in future tender for a period of 03 years.

5.5 OPERATION OF WEIGHBRIDGE:

- a) The license period shall be Ten (10) years from the date of Signing of Agreement.
- b) Bidders are required to operate Weighbridge as per requirement round the clock for the license period of Ten (10) years.
- c) The proposed Weighbridge is required to be installed at the site identified and as per discretion of VOC Port Authority.
- d) All statutory charges shall be borne by the contractor. Calibration/ stamping of the weighbridge by the concerned Govt. agencies from time to time as per Govt. norms. The copy of the Calibration Certificates issued by the concerned Govt. agency shall have to be submitted to VOCPA by the contractor.
- e) Licensee shall register the request for weigh bridge received from various port users through on-line which shall have an access to MEE & Traffic Department of VOC Port Authority, for which an online portal shall be developed by the bidder. The procedure of operating/allotment of the weigh bridge made by the Licensee with the approval of Traffic Manager, VOC Port Authority or his representative based on the evaluation of operational requirements. The proposed Weighbridge shall be used only for weighment of materials/cargoes in the Truck as directed by Traffic department. Bidder has to pay Revenue Share for this purpose due to the port. The Portal shall be self sufficient to provide and obtain all the requisite details from/to all stakeholders (for Ex. Maintenance, working details for Bidder and

MEE department, Cargo and weighment details along with other information's to Traffic department and users, etc, automated mail, SMS for automated reports, receipts, availability, etc,)

- f) The Licensee shall carry out repair, maintenance and operation of the weigh bridge system at their own cost.
- g) Experience/Qualified Technicians/Staff are to be employed by the Applicant/Bidders as per guidelines of the Labour Act for maintenance operations of weigh bridge. Compliance with Indian Dock Labour regulations, contract Labour Act, Motor Vehicle Act, Insurance for men and machines covering all risks and other statutory laws etc shall be ensured by the Licensee during the License period.
- h) The Port's decision for allotment of weighbridge shall be binding on the Licensee.
- i) If one/multiple no. of the weigh bridge(s) is not available for operation for a period exceeding 60 days continuously, the performance guarantee will be encashed by the port.
- j) Licensee shall take back the Weighbridge after completion of Ten (10) years period. The Port area shall be handed over in reasonable good condition within 90 days from the date of expiry of license period.
- k) The weigh bridge shall not be used for any other purposes without obtaining written permission from the Authority.

5.6 LICENSOR'S OBLIGATION:

- (i) Electricity, water & land for execution of the work may be provided on payment of applicable tariff of VOC Port Authority required for commissioning and operation.
- (ii) Administrative support only, for obtaining clearance from any statutory authority, shall be provided by VOCPA.
- (iii) On successful completion of all the obligations under the contract and on the request of the Licensee, VOCPA shall issue a "Work Done Certificate" in the prescribed format only and with the approval of the Chief Mechanical Engineer, VOCPA. In case of JV the work done certificate shall be issued in favour of the association clearly indicating the names of its members.

5.7 LICENSEE'S OBLIGATION:

- (i) All the materials and works, including labour, required to complete the work satisfactorily is covered under the scope of the Licensee.
- (ii) It shall be the responsibility of the Licensee to ensure that the persons engaged for the work are clear from Security angle.
- (iii) Licensee shall nominate an Authorized Representative for carrying out all the transactions with VOCPA including receipt of payment.
- (iv) The Licensee, at his own cost, shall be solely responsible for the following:
 - a) To pay all the taxes, duties, cess, fees, levies and all other dues imposed by any authority in India or abroad as the case may be.
 - b) To execute the work with due diligence, efficiency and in conformity with sound engineering, administrative and financial practices to protect the interest of the Licensor.

- c) To follow metric system and follow the latest design criteria and ensure that the design is suitable for the intended purpose, even though the GA Drawings are approved by VOCPA.
- d) To co-ordinate without side agencies for obtaining permission/approval/clearances etc. that may be required to execute the work.
- e) To extend all reasonable opportunities to other Licensees employed by the Licensor for carrying out their work.
- f) To keep the work site free from obstruction.
- g) To maintain site account of materials, clearly indicating relevant information such as **description of the material, source, date of delivery at site, date of consumption at site**. The Licensee shall also maintain hindrance register, site instructions register, complaint register and daily progress monitoring register and the EIC shall verify the registers as and when required and sign the same, duly recording his remarks.
- h) To arrange for transport, gate pass, accommodation, medical facility etc. for the workmen deployed under this contract at his own cost.
- i) To maintain Cargo Handling records in a format acceptable to VOCPA.
- j) To keep the Insurance of Man and Machines.
- k) To follow all statutory regulations, rules, etc including safety.
- l) The audited financial statement shall be submitted by the licensee. The licensee shall submit the required documents to VOCPA for verification/audit, etc.

5.8 PERFORMANCE OF THE WEIGH BRIDGE:

The weigh bridge system (s) should always be available on demand. VOCPA reserves the right to inspect, check and verify the weigh bridge system at any point of time during the license period.

5.9 MAINTENANCE:

Maintenance of weigh bridge is the responsibility of the licensee for efficient & reliable operating conditions so as to ensure maximum availability and productivity of the equipment. The licensee shall carry out all maintenance activities with the intimation to the port. The monthly report on maintenance activities shall be submitted to the Port.

The Licensee shall deploy an effective maintenance team comprising of engineers & technicians to take up preventive, predictive and corrective maintenance activities during the license period.

PREVENTIVE MAINTENANCE

It covers the maintenance activities to be done as per preventive maintenance schedule (PMS) which is related to time like daily/weekly/monthly/quarterly/half-yearly/yearly basis or equipment running hour as per the recommendation of OEM. The Licensee shall prepare a routine maintenance plan as per the recommendation of OEM and ensure timely maintenance of the system. The work which cannot be taken up as per schedule for some reason can be taken up at a deferred schedule. PMS record should be maintained by the licensee which can be produced to EIC for verification on demand. For routine preventive maintenance, each weigh bridge will be allowed as per approved schedule. The weigh bridge

provider may avail for maintenance in consultation with Traffic Department with a written clearance from them.

Permitted Downtime: The contractor will be allowed a downtime for repair and maintenance of the weighbridges as follows:

a) For Planned Maintenance:

The licensee will be allowed a downtime for a maximum period of 12 days per weighbridge in every 12-month period from the date of obtaining Commissioning Certificate for periodical servicing and planned maintenance. The licensee will, however be allowed to avail this downtime for 1 (one) weighbridge at a time in normal circumstances under intimation to VOCPA well in advance. In case the licensee will be required to avail this downtime benefit for one or more weighbridges simultaneously, the same shall be done with prior permission of licensee. The licensee can avail the permitted maintenance period (1 day per month) in hourly segments without hindering the Port operations.

b) Break-down Maintenance:

The licensee will be allowed a downtime (in addition to a) above) for (one) day (24 hrs. in total) per weigh bridge in a month on account of sudden break-down, if any, without any LD for non-availability of the weighbridges.

5.10 Liquidated damages (LD)

The licensee shall be imposed Liquidated Damages for the planned/Breakdown downtime of more than one (1) day of a month per weigh bridge and the LD will be calculated as below for the breakdown period of the weighbridge:

For every 1% of downtime beyond the allowed 24 hours per month, an amount equal to the 110% of revenue share payable to Port for weighment of 2,500 tonnes (as per the applicable tariff during that period) OR Rs.8000/- per day will be charged, whichever is higher.

For any non-functioning of the equipment's OR non-availability of materials/equipments/ accessories, etc, which not attributable to operation, failure in non-providing any services/materials/equipments /manpower, the bidder is liable to pay an amount of Rs.4000/- per day towards LD.

The licensee shall pay the above LD charges within the specified time as mentioned in the license agreement and for the delayed period of remittance, interest will be applicable as per agreement terms.

5.11 MAINTENANCE OF RECORDS:

The Licensee shall maintain the following records:

- a) Operation Register/Log Book
- b) Scheduled maintenance Register/Log Book
- c) Break Down Maintenance Register/Log Book
- d) Site Inspection Register.
- e) Site Materials Account Register.
- f) Hindrance Register.

g) Complaint Register

The format of the above Log Books shall be as per the requirement of the Engineer-in-charge.

5.12 MONTHLY REPORTS:

The Licensee shall provide to the Licensor, monthly availability statement. Tariff earned and collected in respect of Project Facilities and Services and effective working time to waiting within 15 (fifteen) Days following the end of each Month, and any other information relating to operations which the Licensor may require from time to time. If so desired by the Licensor, the Licensee shall provide the reports in prescribed formats and in electronic form so as to provide online access to the Licensor and its representatives.

5.13 NON-PAYMENT OF LD AMOUNT:

The LD arising out of any reason shall be deposited by the Licensee within 30 days from receipt of such intimation from Licensor. Non-deposit of LD within the specified time will attract interest from the date of default and shall be resulted in one or any combination of following actions which will be taken by Licensor.

- (i) Adjusting from Performance Security Deposit by encashing the Performance Security Deposit. The balance amount of Performance Security Deposit shall be refunded after submission of new BG having validity as of earlier BG.
- (ii) Temporary suspension of License of weighbridge for operation with immediate effect.
- (iii) Recovery of the amount from any other contract under execution by the Licensee in VOCPA.
- (iv) Invocation of **Clause 3.22 of GCC-** Earlier Termination.

5.14 MAINTENANCE OF CONTEMPORARY RECORDS:

The licensee shall maintain requisition and weighment records with timings for compilation to ascertain the monthly performance. The format for such records and other necessary operational records shall be finalized in consultation with the Engineer-in-charge and the representative of the Traffic Department. Also these formats or new formats shall be revised/derived if required during the license period.



VOC Port Authority
MEE Department



SECTION VI

SAFETY NORMS & EMS REQUIREMENTS

6.1 SAFETY CLAUSE:

- 6.1.1 The Licensee should take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the VOCPA premises and should conform to the rules and regulations of the VOCPA.
- 6.1.2 The Licensee should abide by all VOCPA regulations in force from time to time and ensure that the same are followed by his representatives, agents or sub- Licensees, or workmen.
- 6.1.3 The Licensee should ensure that unauthorized, careless, or inadvertent operation of installed equipment which may result in an accident to staff and/or damage to equipment, does not occur.

6.2 EMS REQUIREMENTS:

- 6.2.1 The Licensee shall ensure that all his workmen wear PPEs commensurate with the severity of work.
- 6.2.2 The Licensee shall ensure industrial safety methods in executing his work at VOCPA.
- 6.2.3 The Licensee shall ensure that all wastes generated by his activities/work are moved to the respective dumpsites or taken for re-cycling at VOCPA.
- 6.2.4 The Licensee has to give prior information on whether any hazardous chemical is used in his work and if so, the operational control to be exercised.
- 6.2.5 The Licensee has to ensure that all his material handling equipment/transport Vehicles have undergone all the applicable statutory norms.
- 6.2.6 The Licensee has to ensure that his activities are in tune with the VOCPA EMS Policy (to be incorporated as part of the Contract)
- 6.2.7 The Licensee's staff must be aware of the contents of MSDS in respect of chemicals/materials (if any).
- 6.2.8 The Licensees' staff shall be competent to operate emergency appliances like fire extinguishers.

6.3 Hazardous Substances and Hazardous Site Conditions

- 6.3.1 Licensee shall not, nor shall it permit any other Person to bring any Hazardous Substances on the Site, other than Hazardous Substances to be used by Licensee or any Sub Licensee in a manner that:
 - i. does not violate any Applicable Laws, or Permits; and
 - ii. is consistent in quantity and with Good Industry Practices for operating and maintaining weighbridge.
- 6.3.2 Licensee shall bear all responsibility and liability for:
 - 6.3.3 any Hazardous Substances that are not Permissible Materials belonging to the Licensee or present on site; or the handling of, or failure to handle, Permissible Materials in violation of Applicable Laws or otherwise in any manner that constitutes negligence or willful misconduct by Licensee or any Sub Licensee.
- 6.3.4 Licensee shall use Hazardous Substances in performance of the Services in accordance with the Performance Standards, Applicable Laws and Good Industry Practices and shall not:

6.3.5 utilize, or permit or cause any Sub Licensee to utilize, on the Site such Hazardous Substances as are prohibited under Applicable Law from being used in India; or

6.3.6 import or use at the Site such Hazardous Substances as are prohibited under Applicable Law

NB: The section may be read in conjunction with related clauses of General Condition of Contract, Special Condition of Contract and Scope of Work.

SECTION VIII
ANNEXURES AND FORMS

ANNEXURE A

QUALIFICATION AND RESPONSIVENESS INFORMATION: LIST OF DOCUMENTS TO BE ENCLOSED

All bidders shall include the following information with their bids by scanning the relevant documents after being filled, signed with seal and serially numbered by the Bidder. The above shall be uploaded using their user-id and password in the E-tender portal on or before the last date of submission of tender mentioned in the NIT towards Cover A – Techno-commercial bid.

PART I (COVER A) – TECHNO-COMMERCIAL BID

Sl. No	Qualification Documents to be uploaded	Uploaded Page Ref No.
1	Form I – Bid cover letter (as per Section II, clause 2.16.2.(i))	
2	<p>Form II – Transaction details for remittance of Earnest Money Deposit (as per Section II, clause 2.16.2.(ii))</p> <p>Scanned copy of system generated proof towards successful payment of EMD in case of payment through online payment gateway mode in CPP e- tender web Portal OR scanned copy of proof towards successful payment of EMD in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks along with filled in Form-IIA OR valid Certificates by MSEs for claiming exemption along with filled in Form-IIB</p>	
3	Form III – Financial capability (as per clause 2.16.2.(iii))	
4	Form IV Similar Work Experience [as per Section II, clause 2.16.2.(iv)]	
5	<p>Form IV A – Details of TDS certificate (if applicable) (as per Section II, clause (as per Section II, clause 2.16.2.(iv))</p> <p>In case of experience other than Central / State Government / Autonomous bodies / PSEs / PSUs / Public Limited Companies, the bidder has to submit scanned copies of TDS certificate</p>	

6	Scanned copies of (i) Permanent Account Number [PAN]; (ii) Income Tax Return of preceding three years; and (iii) GST Registration Certificate (as per Section II, clause 2.16.2.(v))	
7	Form V – Declaration of Authorised Representative (as per Section II, clause 2.16.2.(vi))	
8	Form VI – Schedule of No Deviation (as per Section II, clause 2.16.2.(vii))	
9	Form VII Declaration by the Bidder (as per Section II, clause 2.16.2.(viii))	
10	Form VIII – Bank Mandate Form (as per Section II, clause 2.16.2.(ix))	
11	Form IX -Tender Acceptance letter (as per Section II, clause 2.16.2.(x))	
13	Form- X - Integrity pact in non-judicial stamp paper - (as per Section II, clause 2.16.2.(xi))	
16	The bidder shall submit the technical details and Bouchers of the proposed road sweeping machines to be deployed along with technical bids along with necessary certifications as per the technical requirement.	
16	Any other documents which need to be uploaded.	

(Fill the page numbers where the documents have been uploaded in the table provided above)

(Signature of Authorized Person)

Place: Name

Date: Designation

Business Address:

.....

Seal

FORM I

(To be in the Firm's letter head)

Date:.....

BID COVER LETTER

1. Registered Business Name :
2. Registered Business Address :
3. Name, Designation& address of the Contact
Person to whom all references shall be made
regarding this tender :
4. Telephone / Mobile No. :
5. Fax :
6. E-Mail :

To

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

Sir,

1. We hereby apply to be qualified for the tender invited by the V.O.Chidambaranar Port Authority, Tuticorin as a bidder for the work “ _____ ”
2. We hereby give our consent to the Port or its authorized Representative(s) to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this, we hereby authorize (any Public Official, Engineer, Bank, Depository, Manufacturer, Distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by the Port to verify statements and information provided in this application or regarding our competence and standing.
3. We the undersigned have read and examined in detail the Bid document in respect of work intended and do hereby express our interest to execute the intended work.

4. We certify that goods & services offered shall be of best quality and the manpower who shall be deployed for the work are competent enough and have necessary qualifications for taking up this assignment.
5. The names and positions of persons who may be contacted for further information, if required, are as follows
 - a) For Technical: Shri/Smt (Name, position, Address, contact number and email id)
 - b) For Financial: Shri/Smt (Name, position, Address, contact number and email id)
 - c) For Personnel: Shri/Smt (Name, position, Address, contact number and email id)
6. We declare that the statements made and the information provided in the application are complete, true and correct in every detail.
7. We understand that V.O.Chidambaranar Port Authority reserves the right to reject any application without assigning any reasons.

Thanking you,

Yours faithfully,

(Signature of Authorized Person)

Place: Name

Date: Designation

Business Address:

.....

Seal

FORM IIA

(To be in the Firm's letter head)

Date:.....

Transaction details for remittance of Earnest Money Deposit (EMD)

The bidder shall upload system generated proof towards successful payment of EMD along with following filled in form in the bid document as follows

Sl.No	Beneficiary reference No.	Date of Payment	Amount (in INR)	Uploaded page No. reference
1				

(Signature of Authorized Person)

Place: Name

Date: Designation

Business Address:

.....

Seal

FORM IIB

(To be in the Firm's letter head)

Date:.....

Exemption of EMD by the Micro and Small Enterprises (MSEs)

The bidder shall upload the requisite certificate of registration under **MSEs** along with following filled in form in the bid document as follows

Sl. No	Name of Enterprise	Udyam Registration Number	Enterprise type	Uploaded page No. reference
1				

(Signature of Authorized Person)

Place: Name

Date: Designation

Business Address:

.....

Seal

FORM III

(To be in the Firm's letter head)

Date:.....

FINANCIAL CAPABILITY

The details of Summary of Annual Turnover of the Bidder on the basis of the Audited Balance Sheet for the last three financial years shall be given as under

<i>Sl.No.</i>	<i>Financial year</i>	<i>Total Turnover</i>	<i>Uploaded page no. reference</i>
01	Year 20.... –	Rs.....	
02	Year 20.... –	Rs.....	
03	Year 20..... –	Rs.....	

Note: The Profit & Loss statement and Balance sheet to be uploaded shall be duly certified by the Chartered Accountant.

(Signature of Authorized Person)

Place:

Name

Date:

Designation

Business Address:

.....

Seal

FORM IV

(To be in the Firm's letter head)

Date:.....

SIMILAR WORK EXPERIENCE

Past Experience: The firm shall submit the similar completed work as experience under the following categories

- I. Establishment of weigh bridge (s) with a Minimum capacity 100T, under license mode in Port / State / Central / PSU or any reputed Private organization **OR**
- II. Owning of weighbridges of Minimum capacity 100T weighbridge(s) in State / Central / PSU / Port or any reputed Private organization

The above-mentioned details shall be furnished by the bidder in Form **IV of Annexure A**. If the work under license mode and the license period is not completed, in such case, the work will be treated as eligible if the firm has successfully completed atleast three years license period. For ownership category, the firm shall own and operate the weigh bridge (s) for a continuous period of minimum three years.

Note:

1. For the Option I & II, the copies of the duly self-attested documents containing above information like work order, completion certificate with revenue/cargo details, calibration certificate(s), etc to be uploaded.
2. In case of experience other than Central / State Government / Autonomous bodies / PSEs/PSUs/ Public Limited Companies, the bidder has to submit TDS certificate for the past experience to be uploaded, as provided in **Form IV (A)**.

Yours faithfully,

(Signature of Authorized Person)

Place: Name

Date: Designation

Business Address:

.....

Seal

FORM IV (A)

(To be in the Firm's letter head)

Date:.....

DETAILS OF TDS CERTIFICATE

In case of experience other than Central / State Government / Autonomous bodies / PSEs/PSUs/ Nationalized Banks / Public Limited Companies, the bidder has to provide the details of the TDS certificate in the form provided below and shall submit TDS certificate for the past experience to be uploaded.

Sl. No	Name of work	Value of work executed (in Rs.)	Work order reference No.	TDS Certificate		Name and address of the Client	Uploaded page no. reference
				No.	Amount		
1							

(Signature of Authorized Person)

Place: Name

Date: Designation

Business Address:

.....

Seal

FORM V

DECLARATION OF AUTHORISED REPRESENTATIVE

(To be provided in non-judicial stamp paper with denomination not to be lesser than Rs.100/-)

(Separate Forms to be submitted for each Signatory with details of Proprietor or Partner or Managing Director)

I/We, (Name) being the (Partners/Karta/Managing Directors and whole time Director/Members of Managing Committee of Associations/Board of Trustees etc.) of (Name of the Bidder), hereby solemnly affirm and declare that the (Authorised Signatory) is hereby authorized, vide resolution No. (Resolution Number) dated (Resolution Date) (copy submitted herewith), to act as an authorized signatory for the business (Name of the Bidder) for which submission of bid is being filed under the tender. All his actions in relation to this tender will be binding on me/us.

Signature of the person competent to sign

Name:

Description:

Name of the Business Entity:

Acceptance as an Authorized Signatory

I (Authorised Signatory) hereby solemnly accord my acceptance to act as authorized signatory for the above referred business and all my acts shall be binding on the business.

Signature of Authorised Signatory

Name:

Description:

Place:

Date:

Note:

1. For the purpose of this tender and the Agreement, the tender, forms, Agreement and other documents shall be signed only by the persons, 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 Description of the person signing the document along with a copy of the partnership deed. A copy of the constitution of the firm with the names and addresses of all the partners shall be furnished.

2. 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. In the case of company, a copy of the Memorandum and Articles of Association shall be furnished.
3. 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.

FORM VI
SCHEDULE OF NO DEVIATION

This is with reference to Tender No....., for
 “.....”

I/We, (Name of the Bidder / Authorised Representative of the Bidder) of
 M/s..... (Name of the organisation), hereby certify that there is no
 deviation from the Tender conditions either technical or commercial or tender enquiry and I/We
 am/are agreeing to all the terms and conditions mentioned and comprised in relation to the
 above-mentioned Tender.

Yours faithfully,

(Signature of Authorized Person)

Place: Name

Date: Description

Business Address:

.....

Seal

Witness with signature

1) Name & Address

.....

.....

.....

2) Name & Address

.....

.....

.....

FORM VII
DECLARATION BY THE BIDDER
(To be provided in 100 Rs Stamp Paper)

To, The Head of the Department.

I/We M/s. represented by its Proprietor / Managing Partner / Managing Director having its Registered Office at and do declare that I/We have carefully read all the conditions of tender with NIT No....., dated, Basis In(Name Of The Department) Department At V.O.Chidambaranar Port Authority for a period of -----,(including extension if any), if needed and accepts all conditions of the tender including amendments/corrigendum subsequently issued by the tender inviting authority, if any. Further I/we confirm our eligibility for this tender and quoted as per the tender condition and Governing laws of India, in case of typographical error found in submitted documents/affidavits/declarations, in this case we accept all the Terms and conditions of bid documents and hereby confirm as under.

1. I/We have not made any counter conditions stipulation and conditions and I/We agree that in the event of any such counter conditions my/our tender will be summarily rejected and such offer will not be evaluated and considered at all by you.
2. I/We do hereby declare that we have not been blacklisted/ debarred by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalised Banks / Public Limited or Private Limited Companies, etc., from taking part in the tendering process.
3. I/We have not made any payment or illegal gratification to any person/authority connected with the tendering process so as to influence the tendering process and have not committed any offence under the Prevention of Corruption Act in connection with the tender.
4. I/We hereby declare that, all information furnished by me/us with this tender is true to best of my/our knowledge, belief and in case, if it is found that, the information furnished is not true or partially true or incorrect, I/We agree that my/our tender shall be summarily rejected without prejudice to the right of the board of Trustees of Port of V.O.Chidambaranar Port Authority to take further action in to the matter.

Witness's

Signature: _____

Name: _____

Address: _____

Tel. No: _____

Mobile no.: _____

Date: _____

Bidder's

Signature: _____

Name: _____

Address: _____

Tel. No: _____

Mobile No: _____

Date: _____

FORM VIII
BANK MANDATE FORM

1. Name of the company :
2. Status :
3. Bank Name, Address & Branch :
4. IFSC Code :
5. MICR Code :
6. Branch Code :
7. Name of the Authorised Person :
8. Signature of the authorised person
as per Bank :
9. E-Mail ID of Authorised Person :
10. Contact No. Landline/Mobile :

Copy of cancelled cheque may be enclosed if Bank signature not obtained.

Name & Seal of the Bank with Date

FORM IX
TENDER ACCEPTANCE LETTER

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

To

The Chief Mechanical Engineer

V.O. Chidambaranar Port Authority

Tuticorin-4

Sir,

Subject: “-----

Tender reference No. -----

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

Yours faithfully,

(Signature of the bidder with official seal)

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

FORM X (in non-judicial stamp paper)

INTEGRITY PACT

Between

The Board of V.O. Chidambaranar Port Authority, a body corporate under Major Port Authority Act, 2021, represented by its having its office at Administrative building, V.O. Chidambaranar Port Authority, Tuticorin – 628 004 (herein after referred to as the 'Board' which expression shall unless excluded by or repugnant to the subject or context be deemed to include the successor in office) of the one part

And

M/s....., (a partnership firm / proprietorship firm / company registered under the laws of India) having its place of business at represented by its Shri....., s/o..... (Hereinafter referred to as 'Contractor' which expression shall, unless excluded by, or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or his successors in office) of the other part

PREAMBLE

The Port intends to award, under laid down organizational procedures, contract/s for “-----” vide NIT No-----”. The Port values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Port will appoint an Independent External Monitor (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Port:

1. The Port commits itself to take all measures necessary to prevent corruption and to observe the following principles.
 - a) No employee of the Port, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Port will, during the tender process treat all Bidder(s) with equity and reason. The Port will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Port will exclude from the process all known prejudiced persons.

2. If the Port obtains information on the conduct of any of its employees which is a criminal offense under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Port will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ contractor(s):

1. The Bidder(s)/ Contractor(s) commits themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Port's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Port as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - e) The Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to the IEM and shall wait for the decision in this matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.

Section 3 – Disqualification from tender process and exclusion from future contracts:

1. If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of **Section 2** above or in any other form such as to put his reliability or credibility in question, the Port is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or terminate the Contract, if already signed, for such reasons mentioned above.
2. If the Bidder / Contractor have committed a serious transgression through a violation of **Section 2** such as to put reliability or credibility into question, the Port is entitled to exclude the Bidder / Contractor from participating in future tender processes. The imposition of such duration of exclusion shall be determined based on the severity of the transgression. The

severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Contractor and the amount of the damages. The exclusion may be imposed for a period of minimum 6 months to the maximum of 3 years. In such cases, the decision of the Port shall be final.

Section 4 – Compensation for Damages:

1. If the Port has disqualified the Bidder(s) from the tender process prior to the award of contract according to **Section 3**, the Port is entitled to demand and recover the damages equivalent to 3% of the tender value.
2. If the Port has terminated the contract according to **Section 3**, or if the Port is entitled to terminate the contract according to **Section 3**, the Port shall be entitled to demand and recover from the Contractor liquidated damages amount equivalent to 5% of the contract value.
3. If the Bidder / Contractor can prove that the exclusion of the Bidder / Contractor from the tender process or the termination of the contract has caused no damage or less damage than the amount of the above-mentioned liquidated damages, the Bidder / Contractor has to compensate only to the extent of damages caused due to the act of the Bidder / Contractor. However, if the Port can prove that the amount of the damage caused due to the disqualification of the Bidder / Contractor before the award of contract or after the termination of the contract is higher than the amount of the liquidated damages claimed, the Port is entitled to claim more compensation for the equivalent to the higher amount of damage.

Section 5 – Previous transgression:

1. The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other Company in any country conforming to the anti-corruption approach or with any Central / State Government / Autonomous bodies / Public Sector Enterprises in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors:

1. The Bidder(s) / Contractor(s) undertakes(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact and to submit it to the Port before signing of the Contract.
2. The Port will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Port will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s):

If the Port obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee

or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Port has substantive suspicion in this regard, the Port will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors:

1. The Port appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman of the Board of the Port.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Port including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman of the Port and rescue himself/herself from that case.
5. The Port will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Port and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Chairman of the Port and request the Chairman to discontinue or take corrective action or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Chairman of the Port within 8 to 10 weeks from the date of reference or intimation to him by the Port and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Chairman of the Port, a substantiated suspicion of an offense under relevant IPC / PC Act or Anti-Corruption Laws of India, and the Chairman of the Port has not, within the reasonable time taken visible action to proceed against such offense or

reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word ‘**Monitor**’ would include both singular and plural.

Section 9 – Pact Duration:

This Pact begins when both parties have legally signed it. It expires for the Contractor in 12 months after the last payment under the Contract Agreement, and for all other Bidders in 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman of the Port.

Section 10 – Other provisions:

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the location of the Office of the Port, i.e. Tuticorin.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty / Guarantee etc., shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

.....
 (For & on behalf of the Port) (For & on behalf of the Bidder/Contractor)

.....
 (Office Seal) (Office Seal)

Place:

Date:

Witness with signature

- | | |
|-------------------|-------------------|
| 1) Name & Address | 2) Name & Address |
| | |
| | |

ANNEXURE B

LICENSE AGREEMENT

The Board of VOC Port Authority, Tuticorin-628004

This License Agreement is made on this _____ day of the month of _____ in the year two thousand and Twenty Five between:

BOARD OF VOC Port Authority, a Body corporate constituted under the provision of the Major Port Authority Act, 2021, having its Administrative Office at Tuticorin , (hereinafter referred to as “Licensor” , which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assignees).

AND

M/S _____ having its office at “ _____ ” (herein after referred to as “Licensee”, which Expression shall, unless repugnant to the context or meaning there of, include its successor and permitted assignees).

WHEREAS, the “Licensor” has offered to grant License for “Providing 120MT Automated Weighbridge Systems on License mode at VOCPA for a period of 10 years“ on revenue share basis with effect from the date of signing of the agreement in consideration of highest revenue share by the Licensee as quoted by the Licensee and accepted by the Licensor.

WHEREAS, the Board of VOC Port Authority in its meeting held on _____ has resolved to approve the proposal for grant of license for operation of Weigh Bridge (s).

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following document shall be deemed to form and be read and construed as part of this Agreement, viz.,
 - i) Tender Document.
 - ii) All addendum/corrigendum etc.
 - iii) The bid document of successful bidder and price bid
 - iv) Letter of Intent issued by the Licensor / License Order issued by the Licensor
 - v) All correspondences between the bidder and VOCPA till issuance of License Order.

2. The technical specification of Weigh Bridge (s) will have to be cleared from the Port authority before placing orders for Weigh Bridge (s) by the bidder.
3. The Licensee shall be required to obtain the Competency/clearance Certificate from the relevant bodies / statutory bodies if applicable and submit it, before the weigh bridge is put into operation in the Port area. The licensee shall comply with all statutory requirements to operate the equipment inside the Port.
4. The license for operation of the weigh bridge (s) inside the Port area is to weigh all types of dry-bulk cargo, general cargo, container, machineries, materials and scrap etc.. The cargo handled will be treated as own cargo in case of importer/exporter/stevedore and other cargo in case of a service provider.
5. The Licensee shall abide by the relevant provision of M.P.A Act, 2021. It is the responsibility of the Licensee to comply with the statutory requirements, regulations, rules, if any, for operation of these weigh bridge (s) including Payment of Wages Act, Labour Law or other Act, Rule or Regulations in force from time to time.
6. The Licensee shall operate the weigh bridge (s) in such a manner so as not to cause any hindrance, interference to the Port activities. In this regard the instructions issued by Port Authority from time to time are strictly to be followed by the Licensee. The decisions of Port Authority are final and binding. The Licensee is also liable to be held responsible for any damages caused to the Port property.
7. The licensee will be required to remove the weigh bridge(s) from the Port area if the Port authority decides to rescind the agreement on grounds of violations of tender condition or on expiry of the period of license.
8. On receipt of notice for termination of the agreement, the Licensee shall have to remove the weigh bridge (s) / equipment from the Port area within the given time. Otherwise, it shall be treated as unauthorized stay of equipment in the Port area and action, as deemed fit, would be taken against the Licensee.
9. In case of termination of the agreement prematurely for violation of tender conditions, the licensee shall have no right to claim any compensation, damages, insurance, return, repatriation costs etc. for withdrawal of the equipment. The Licensee shall indemnify VOC Port Authority of any responsibility in the event of any loss / claims arising out of operation of the license.
10. The Licensee shall be required to install Weigh bridge (s) for Operation and shall place it inside Port area in a place to be earmarked by VOCPA for the purpose.
11. The Licensee shall be solely responsible for any damage caused to the structure of Port or any other property of the Port during operation of weigh bridge(s)/equipments and/or weighbridge (s)/equipments lying idle inside the Port area.
12. The Licensee shall pay all statutory charges such as Tax etc and insure the weigh bridge (s) system /equipment at his own cost.
13. It will be the responsibility of the Licensee to ensure that no damage takes place to the existing Port assets during construction and operation of the weigh bridge(s). In case of such damage, the cost as assessed by Port will be payable by the licensee.
14. VOCPA shall not be responsible for any damage to the assets of the Licensee and for any injury or loss of life or property of the Licensee or any third party in whatsoever manner.

WHEREAS, the Licensee hereby covenants with the Board to operate the weigh bridge(s) in conformity with all conditions of the tender and the terms and conditions of this license agreement set forth as above.

IN WITNESS WHERE OF M/s_____and VOCPA
intending to be legally bound, have executed this license agreement on this day.

Signed Sealed and delivered

Signed Sealed and delivered

For M/s

For & on behalf of VOC Port Authority and the
Board of VOC Port Authority

By the hand of:

Name:

Name:

Title :

Title :

In presence of

In presence of

1.

1.

2

2.

ANNEXURE C

FORM OF BANK GUARANTEE

(For Performance Security)

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

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

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

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

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

We* further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Port under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Engineering Department, V.O.Chidambaranar Port Authority certified that the terms and condition of the said Agreement had been fully and properly carried out by the said contractor's and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing within three months from the date of expiry of the validity of the Guarantee period, we shall be discharged from all liability under this Guarantee thereafter provided further that the Bank shall at the request of the Port but at the cost of Contractor(s) renew or extend this Guarantee for such further period or periods as the Port may require.

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



VOC Port Authority
MEE Department



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

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

We* lastly undertaken Otto revoke this Guarantee during its currency except with the previous consent of the Port in writing. (Validity/Period should be noted)

This guarantee is valid upto (period) Dated the.....day of 20__for.....**

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

ANNEXURE- D

TARIFF (indicative)

Proposed upfront tariff for “Design, Finance, Construction, Operation and Maintenance of 120 MT Automated Weighbridge Systems on Revenue Sharing basis at VOCPA for a period of 10 years”

Schedule of Weighment Charges:

-

Sl. No.	Particulars	Unit	Rate Rs.
1	For use of weigh bridge by trucks & other small vehicles	per ton	As per SoR

The tariff for the services will vary based on the changes in the WPI. _____

ANNEXURE- E

SUPPLEMENTARY INFORMATION

1. Indicative operation of weigh bridge system
2. Illustration of weighment system(s)
3. Probable location of weighment system(s).

SECTION VIII
FINANICIAL BID

Tender Inviting Authority: Chief Mechanical Engineer, MEE Dept., VOCPA		
Nature of Work: Providing 120MT Automated Weighbridge Systems on License mode at VOCPA for a period of 10 years at VOCPA for a period of 10 years		
e-NIT No: <u>MEE/P&M/UWB-2025</u>		
Bidder Name:		
<u>BILL OF QUANTITY</u> (This BoQ template must not be modified/ replaced by the bidder, else the bidis liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)		
Sl. No.	Description of work	Revenue Share in %
1	Deployment of 120 MT Automated Weighbridge System(s) at VOC Port on License mode for a period of 10 years	



VOC Port Authority
MEE Department

