

V.O.CHIDAMBARANAR PORT TRUST

Tuticorin – 628 004

Mechanical & Electrical Engineering Department

E.Tender No. MEE/SEEL/F.20TON/AMC/2021



E – TENDER DOCUMENT

Name of Work: **Annual Maintenance contract work for 3 Nos of 20T Grab Cranes and 9 nos of grab buckets available at VOC Port Trust for a period of two years**

SUB: Annual Maintenance contract work for 3 Nos of 20T Grab Cranes and 9 nos of grab buckets available at VOC Port Trust for a period of two years
REF: MEE/SEEL/F.20TON/AMC/2021

Respected Sir,

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

Thank you,

Yours faithfully
Sd/-

CHIEF MECHANICAL ENGINEER

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

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**V.O.CHIDAMBARANAR PORT TRUST
(MEE DEPARTMENT)**

**SECTION - I
NOTICE INVITING TENDER (NIT)
Only through E-Tendering Mode**

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

Tender No. MEE/SEEL/F.20TON/AMC/2021

Online Tenders (in Two cover system) are invited by V.O.Chidambaranar Port Trust Tuticorin from reputed contractors for the work of “**Annual Maintenance contract work for 3 Nos of 20T Grab Cranes and 9 nos of grab buckets available at VOC Port Trust for a period of two years**”

1	Estimate Amount	Rs.2,15,07,948/- plus EPF & GST
2	Period of contract	Two years
3	Downloading of Tender online e-tendering web site.	<u>15/07/2021 to 05/08/2021</u> (up to 1500 Hrs.)
4	Last Date and Time for submission of Tenders on line.	BEFORE 1500 Hrs. on <u>06/08/2021</u>
5	Online technical Bid opening date and time	At 1530 Hrs. on <u>06/08/2021</u>
6	Validity of tender	120 days from the date of opening.
7	BID SECURITY	The bidder shall be required to mandatorily submit the Bid Securing Declaration Form as per Annexure-1, accepting that, if the bidder withdraw or modify their bids during period of validity etc., the bidder will be suspended for the time specified in the tender document (Clause 12, Section-II).

**Sd/-
CHIEF MECHANICAL ENGINEER**

SECTION-II
INSTRUCTION TO TENDERERS

1. **TENDER NOTICE:**

Electronic Tenders (Online) are invited in “**TWO COVER**” on behalf of **V.O.CHIDAMBARANAR PORT TRUST (VOCPT)** from reputed and experienced contractors for the work of “Annual Maintenance contract work for 3 Nos of 20T Grab Cranes and 9 nos of grab buckets available at VOC Port Trust for a period of two years” (Tender No: MEE/SEEL/F.20TON/AMC/2021).

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

The tender shall remain valid for acceptance for a period of **120** days from the date fixed for opening of the tender. The period of contract is One year from the date of award of contract. Tender Document having all details is available at the URL of the e-Tender Portal **<https://etenders.gov.in/eprocure/app>** . The interested bidders are needed to register in the website name **<https://etenders.gov.in/eprocure/app>**. The tender documents are required to be submitted only through e-mode offered in the website **<https://etenders.gov.in/eprocure/app>** . Tenders in any other manner will be rejected and no correspondence on such matter will be entertained.

2. **IMPORTANT INSTRUCTIONS AND GUIDELINES TO BIDDERS FOR E-TENDRING**

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

Note: Instructions for Bidder:-

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

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

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

3. **BID SECURITY:** Scanned copy of signed & filled Bid Securing Declaration Form as per Annexure-1, accepting that, if the bidder withdraw or modify their bids during period of validity etc., the bidder will be suspended for the time specified in the tender document (Clause 12, Section-II)

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

The complete set of tender documents including forms, conditions of contract, work specifications, etc. can be downloaded by contractors registered through e-tendering website <https://etenders.gov.in/eprocure/app> from **15/07/2021 to 05/08/2021 (up to 1500 Hrs)**. The instructions for submitting e-tender is given in the e-tendering website <https://etenders.gov.in/eprocure/app>.

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

- 1) Scanned copy of signed & filled Bid Securing Declaration Form as per Annexure-1, accepting that, if the bidder withdraw or modify their bids during period of validity etc., the bidder will be suspended for the time specified in the tender document (Clause 12, Section-II).
- 2) Scanned copy of Particulars with regard to experience (work order with detailed BOQ and satisfactory completion/ performance certificate with value of work done) as detailed under para No.6 Minimum Criteria For Pre-Qualification. In case of bidders submitting satisfactory completion/ performance certificate for work carried out in Non Government organizations/ Private organizations they have to upload Scanned Copy of TDS CERTIFICATE for Bidders carried out work under private organization ought to furnish Form 16A for the proof of deduction of TDS. In case the bidders submitting satisfactory completion/ performance certificate for sub-contract work done by them, bidders has to upload work completion certificate obtained from the principal employer.
- 3) Scanned copy of Audited Financial Statements with profit & loss statements for the three years of the bidder during last three year i.e., 2018-19, 2019-20 and 2020-21 shall be furnished in the enclosed Annexure-3.
- 4) Scanned copy of Income tax permanent account number card for assessing the income tax.
- 5) Scanned copy of GST, ESI & EPF registration to be uploaded.
- 6) Notary attested Copies of original documents defining the constitution or legal status, place of registration and principal place of business, written power of attorney of the signatory of the bid to commit the bidder in Non-Judicial Stamp paper.
- 7) Scanned copy of Tender Document duly signed in all pages
- 8) Scanned copy of Annexure 2 signed and duly filled (Letter of Application)
- 9) Scanned copy of Annexure 3 signed and duly filled (General Information)
- 10) Scanned copy of Annexure 4 signed and duly filled (Financial Status)
- 11) Scanned copy of Annexure 5 signed and duly filled (Experience)
- 12) Scanned copy of Annexure 8 signed and duly filled (e-payment format)
- 13) Scanned copy of Annexure 9 signed and duly filled (Deviation from work/Technical Specification)
- 14) Scanned copy of Annexure 10 signed and duly filled (Deviation from Tender condition)
- 15) Scanned copy of Annexure 11 signed and duly filled (Tender acceptance letter)
- 16) Cover II The Schedule of Prices to be filled and uploaded in excel sheet in e tendering website.

The completed tender should be submitted only through online in e-tender website on or before 05/08/2021 up to 15.00 Hrs. The tenders without Bid Securing Declaration Form

will be summarily rejected. The Cover I of online submitted tenders will be opened in the e tender website <https://etenders.gov.in/eprocure/app> on 06/08/2021 at 15.30 hours.

5. EVALUATION:

- i. Cover No.1 containing the technical documents to shortlist the eligible bidders will be opened through e-tender procedure on the scheduled date and time i.e on **06/08/2021** at 15.30 hrs.
- ii. After opening the first cover and getting the required technical/commercial clarifications if any based on the information given, Port Trust will prequalify the eligible bidders.
- iii. The bidders will be prequalified based on the documents contained in Cover No.1. The cover No.2 submitted online by the pre qualified bidders alone will be opened through e-tender procedure on a subsequent date which will be intimated to the pre qualified bidders through e mail and post. The decision of the Port Trust in pre qualifying the eligible tenders will be final.
- iv. The terms of tender schedule, conditions of contract, etc. shall not be defaced or detached or detached from the documents.
- v. The V.O.Chidambaranar Port Trust shall have no liability to the bidder in respect of any expenses incurred by him, direct or indirect, in preparing and/or submitting the tender.

6. MINIMUM CRITERIA FOR PRE-QUALIFICATION:

- a) Minimum experience in executing works. : During the last 7 years ending on **30.06.2021**, the bidder should have successfully completed the similar works. Values of such work done should be as under:-
 - i. Three completed similar works, each similar work costing not less than 40% of Estimate cost - Rs.86,03,179/- (or)
 - ii. Two completed similar works, each similar work costing not less than 50% of Estimate cost – Rs.1,07,53,974/- (or)
 - iii. One completed similar work costing not less than 80% of Estimate cost - Rs.1,72,06,358/-
- b) The Average Annual Turnover 30% of the :
estimated cost of ie
Rs.2,15,07,948/- during the last three years Rs.64,52,384/-
(2018-19, 2019-20 and 2020-21) Details
shall be furnished in Form IV)

Note: The tenderer shall clearly indicate the value of similar works completed during last seven years up to the date of publication of the NIT for satisfying the eligibility criteria.

Similar work means:

Supply, Erection & Commissioning of ELL wharf cranes / Mobile cranes / Quay Cranes.

Or

Repair & Maintenance of ELL Wharf Cranes / Mobile Cranes / Quay Cranes.

Bidders participating in the subject tender should have experience in any above similar works done in any Govt Dept./Ports/PSU or in any other reputed private enterprises. Price bid of the bidders satisfying the above prequalification criteria will be opened and L1 will be decided on lowest total amount excluding GST if eligible for availing Input tax credit otherwise if GST is not eligible for availing input tax credit, price quoted by the bidder inclusive of GST shall be the basis for evaluation.

7. **CONVERSION OF CURRENCY:** For conversion of US dollar to Rupees, the rate of conversion shall be Rupees 74/- (Seventy Four) to US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (Sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
8. **Language:** The bid prepared by the bidder and all correspondences and documents relating to the Bid exchanged by the bidder and V.O.Chidambaranar Port Trust shall be written in English only.
9. **Linguistic Translation:** Any overseas work experience certificate furnished by Bidder in foreign language ought to be translated into English and the documents shall be legalised by the Indian Embassy and Notarised.
10. **Sub-Contract Work:** For Sub-Contract work, bidders has to furnish work completion certificate obtained from the Principal Employer.
11. **TDS Certificate:** Bidders carried out work under Private Organisation shall furnish 'Form 16A' for the proof of deduction of TDS.
12. **In case of any bidder found indulged in corrupt, fraudulent, coercive, undesirable and restrictive practices during the bidding process, VOC Port Trust is entitled to debar the bidder for a period not exceeding three years.**

Sd/-
CHIEF MECHANICAL ENGINEER

SECTION-III
TERMS & CONDITIONS

1. **RATE:** The rates are firm and final. No increase in rates will be permitted on account of escalation of price, additional duty, Tax, etc.
2. **TAXES & DUTIES INCLUDING GST:** The selected Contractor shall pay all taxes, applicable GST, levies, duties which they may be liable to pay to State Govt. of Tamilnadu and Government of India or other authorities under any law for the time being in force in respect of or in accordance with the contract work. The Contractor shall further be liable to pay such increase in the taxes, GST, levy, duty etc., under the existing law or which may be liable as a result of introduction of any law. Increase in taxes, GST, levy, duty etc., or imposition of new taxes, levy, duty etc., shall not be ground or an excuse for not completing the Assignment within stipulated time nor a ground or an excuse for claiming any extra or additional costs nor a ground or an excuse for extension of time for completing the contract work as per agreement. All such payments to be made by the Contractor is deemed to have been included / considered while quoting your offer.
3. **INCOME TAX:** Income Tax and surcharge as applicable will be deducted at source by V.O.Chidambaranar Port in accordance with Income Tax Act at the rate applicable from time to time and in accordance with instruction issued by INCOME TAX Authorities on this behalf from time to time. The consultant shall furnish his PAN details or a copy of Income Tax exemption certificate if any.
4. **GST :** The firm shall furnish GSTIN Number and copy of certificate of registration.
5. **BID SECURITY:** Scanned copy of signed & filled Bid Securing Declaration Form as per Annexure-I, accepting that, if the bidder withdraw or modify their bids during period of validity etc., the bidder will be suspended for the time specified in the tender document (Clause 12, Section-II)
6. **PERFORMANCE SECURITY:** The contractor shall deposit an amount equal to 3% of the accepted tender value as Performance Security, through RTGS/NEFT to the bank account of V.O.Chidambaranar Port Trust as mentioned in section I, Invitation to tender (or) irrevocable Bank Guarantee obtained from the Nationalised / Scheduled Commercial bank having net worth of above Rs.100 crores having its branch at Tuticorin and payable at Tuticorin, in the form as per specimen in Annexure-6. A letter from the Bank shall also be sent along with the Bank guarantee directly to the Employer within 15 days of placement of work order or before the commencement of work whichever is earlier. However, the Chief Mechanical Engineer may relax the time limit of 15 days and extend it by further period of 10 days in extraordinary circumstances for the reasons recorded by him. If the performance Security is not deposited in time as prescribed above, the work order shall stand cancelled automatically. The performance security will remain in force throughout the period of contract and will be released after settlement of the final bill and after satisfactory completion of the contract. The contractor shall furnish the BG towards performance security by the issuing bank directly through SFMS mode. The amount as stated will not bear any interest. Bank Guarantee, obtained from the Nationalized Bank /Scheduled bank in the format prescribed by the Port, shall be in compliance with for a digital confirmation for the Bank Guarantee and the BG not complying with this shall not be considered.
7. **COMMENCEMENT OF CONTRACT:** The period of contract is two years from the date of commencement of work. The work should be started within a 15 days from the date of issue of work order or the period agreed upon by the Port. The contractor should also carryout the

maintenance works on the equipments for the extended period of if any.

8. **PAYMENT TERMS:** AMC charges shall be paid on monthly basis on the rate accepted in the contract. The tenderer are requested to produce the bill in triplicate along with Advance stamped receipt to Executive Engineer / Electrical Division / V.O.Chidambaranar Port Trust. The mode of payment is through e-payment. Hence the tenderer shall furnish the Name of the Account Holder, Name of the Bank, Account Number, Branch Name & IFSC Code Number, PAN Number, GST Reg no and other details for payment.

The contractor shall note that no interest is payable by the Employer for any delayed payments.

9. **RATES TO BE IN FIGURES AND WORDS :** The tenderer shall quote the rate in Indian Rupees and in English, in figures as well as in words, the rates tendered by him in the concerned Proforma of the tender and in such a way that interpolation is not possible. The tendered amount for the work shall be entered in the tender form and duly signed by the tenderer and enclosed and sealed in cover No.2” In case of any discrepancy between figures and written words, the rates in words shall be taken as the quoted price.

10. CORRECTION/VARIATION:

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

11. **SIGNING OF TENDER:** The tender shall be signed only by the parties who are themselves in a position to undertake the work and possessing all other resources required of the purpose. The tender shall contain the name, residence and place of business of the person or persons submitting the tender and shall be signed by the tenderer with his usual authorized representatives followed by the name and designation of the person signing the document along with a copy of the partnership deed. Tender by a corporation shall be signed in the name of the corporation by a duly authorized representative, and a power of attorney in that behalf shall accompany the tender. A copy of the constitution of the firm with the names and addresses of all the partners shall be furnished. In the case of company, a copy of the memorandum and Articles of Association shall be furnished. Tenders may be submitted by agents on behalf of their principals, but in such cases the Board reserves the right to enter into contract with the principals director with the principals and agents jointly as deemed appropriate.

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

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

submission of the tender.

14. **ADDENDA / CORRIGENDA** : Addenda / Corrigenda to the tender documents will be issued by the Chief Mechanical Engineer prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions.
15. **INSPECTION**: Tenderer are requested contact the Electrical division before doing maintenance work. The work done will have to be inspected and certified by the Assistant Executive Engineer/Electrical division in the bills.
16. **AGREEMENT**: The contractor shall, on placement of work order, enter into and execute an agreement within one month in the prescribed format (Annex-7) with V.O.C Port Trust on Tamil Nadu Govt non-judicial stamp paper of value Rs.100/-. The cost of stamping the agreement must be borne by the successful tenderer. The agreement will be signed only after fulfilment of conditions regarding payment of performance security.
17. **COLLECTION OF DATA – TENDERER'S RESPONSIBILITY**: The tenderer shall visit the site and acquaint himself fully with the site and local conditions and no claims whatsoever will be entertained on the plea of ignorance or difficulties in the execution of the work. Before submitting the tender, the tenderer shall be deemed to have clearly understood and satisfy himself regarding the work and services, all conditions liable to be encountered during the execution thereof and that prices, rates and/or compensation quoted in the offer are adequate and all inclusive with respect to all factors, circumstances and conditions likely to be incidental, both direct and indirect, to the work and services.
The prices and amount quoted by the tenderer shall allow for all costs, including escalation of labour, transport, Insurance fees, ESI, increase in cost due to government and other charges, direct and indirect, till the work is completed in accordance with the scope of the contract and contract period.
18. **AMBIGUITY**: Should there be any ambiguity or doubt as to the meaning of any of the tender clauses/conditions or, if any further information is required, the matter should immediately be referred to the Chief Mechanical Engineer, V.O.Chidambaranar Port Trust in writing, whose interpretation shall be final and binding.
19. **JURISDICTION**: The award of contract for the work “Annual Maintenance contract work for 3 Nos of 20T Grab Cranes and 9 nos of grab buckets available at VOC Port Trust for a period of two years” is subject to the jurisdiction of the Thoothukudi (Tamil Nadu) will have jurisdiction regarding any matters concerning the contract.
20. **TRANSFER OF CONTRACT**: The contractor shall not, without the written consent of the owner transfer or assign this agreement or any interest therein or make any arrangement whereby the operation of the said plant shall be performed by any other party.
21. **PERIOD OF CONTRACT**: The initial contract will be for a period of two years. The contract period may be extended for further period of one year if necessary with the acceptance of both the parties.
22. **INDEMNITY**: The contractor shall indemnify and keep indemnified the Board against the following: any claim made against the contractor arising out of any accident in the course of the manning and operation of the system.
23. **INSTRUCTIONS TO TENDERERS TO FORM PART OF THE CONTRACT**: All these instructions conditions, special conditions, if any, work specifications contained in the tender document and any correspondence related to this Contract shall form part of the agreement.
24. **QUALITY & WORKMANSHIP**: The work is to be carried out with highest degree of workmanship to the entire satisfaction of VOCPT's representative. If the work is not up to the

performance the workorder is liable for cancellation. The Tenderers will be bound to rectify the defects in workmanship detected at any stage of inspection. Such rectification will have to be done in a manner approved by VOCPT Representative.

25. **RIGHT:** The Port reserves the right not to award the work to the lowest bidder. The Port reserves the right to cancel any/all the tender(s) without assigning any reason. The Port also reserves to split and award the work to two or more contractors. The Port's decision in any of the matter(s) is final and binding on each other. If the maintenance works and repair works are not carried out in satisfactory manner, the work order will be canceled by the Port.
26. **DAMAGE:** Any damage is caused to Port equipments while carrying out the maintenance works/repair works, it should be attended to by the tenderer at his own cost.
27. **ACCIDENTS:** Any accidents including death caused to the contractor or workers during course of execution of work or elsewhere will be taken care by the contractor(s) themselves and Port is in no way responsible for the same. The Port is not responsible for any loss of life or damage or theft of materials. All the materials should be kept in the safe custody of the contractor.
28. **SPARES:** Spares required for replacement shall be supplied from the stock available with the Port at free of cost. If there is no stock with VOC Port Trust, the parts shall be supplied (or) repaired by the contractor and installed. Cost of the spares/reconditioning will be borne by Port.
29. **TOOLS AND PLANTS:** All the tools and plants required for the work are to be brought by the contractor.
30. **INSURANCE:** The contractor shall take necessary insurance coverage for workers to safeguard the interest of the port against all risks involved in engaging of workmen for the contract. **The copy of insurance certificate should be submitted before commencement of work.**
31. **CONTRACT LABOUR ACT:** The contractor shall comply with all necessary rules and Regulations of the contract labour (Regulation abolition) Act 1970 and 1971.
32. **TRANSPORT:** The transport facilities for men and materials will not provided by the Port. The materials and men should be transported to the work spot by the contractor at his own cost and risk.
33. **SAFETY MEASURES:** Necessary safety measures are to be taken for the work by the contractor.
34. **GENERAL :** The contractor shall maintain a log book showing the day to day maintenance work carried out & the personal deployed by the firm and also to produce maintenance service report once in a month. The work is required to be done with prevision and high quality.
35. **ENTRY INTO PORT:** Admission into the port is regulated by passes and the contractor shall make his own arrangements to get passes on chargeable basis.
36. **REPAIR WORKS:** The repair and maintenance work should be carried out in the presence of the concerned officials or their authorized representative of the Port. The defective equipment has to be reconditioned as early as possible. The equipment taken to your workshop for attending major repairs should be brought back in good working condition within 15 days. If the defective equipment is not rectified within the stipulated period, the rectification works will be carried out by the department / other agencies and the cost there will be deducted in the contractor bill. The contractor bill will be with held till such deductions are made.

37. EXTENSION OF TIME:

- i) The Contractor shall commence the works on site within the period given in the tender -after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Engineer or be wholly beyond the control of the contractor.
- ii) The Contractor shall maintain the rate of progress required as per schedule, if the progress of work is held up owing to circumstances, which in the opinion of the Engineer are beyond the control to the contractor, such as war, stormy, weather and for other reasonable causes in the opinion of the Engineer, the Engineer may at his discretion, grant to the contractors in such extension of time as he considers reasonable for the completion of the work. In such circumstances, the contractor shall apply for extension of time within fifteen days of the hindrance on account of which he desires such extension as aforesaid.
- iii) The execution of the work during the extended period also, shall be only under the conditions and at the rates specified in the contract.
- iv) No claim shall be made by the contractor on the grounds of executing the work beyond the completion period stipulated in the contract.

38. LIQUIDATED DAMAGES: If the Contractor fails to commence the work within the period specified or within such extended period as may be allowed by the Competent Authority, the contractor shall pay or allow to the Board a sum equivalent to 1 % of the value of the contract for every week (7 days of delay) or part thereof subject to a maximum of 10% of the total value of contract as liquidated damages beyond the said period or extended period, as the case may be during which the contractor fails to commence the work. Such damages shall be deducted by the Board from any moneys due to become or due to the Contractor.

39. PENALTY FOR SHORTFALL IN AVAILABILITY DURING AMC PERIOD.

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

a) **For non-deployment of Man Power :** Penalty for non-deployment of any of the man power as per tender shall be levied for each day at equi - proportionate amount of AMC quoted for the month.(i.e) {No. of Man power Short fall in a day X AMC rate per month / (No. of days in that Month X 23)}.

40. Following statements in the prescribed format shall be produced at the end of every month to the department

- a. Availability statement
- b. Manpower attendance
- c. Status of safety items in the crane.
- d. Preventive maintenance schedule
- e. Consumable statement
- f. Break down details
- g. Documentary evidence for complying with ESI & EPF ACT, insurance coverage.

41. **CONTRACTOR RESPONSIBILITY:** The contractor shall be liable for all acts of omission or commission of the personnel deployed and also for all liabilities pertaining to their salaries, victuals, medical facilities, insurance coverage and any other requirement pertaining to personnel at the cost of the contractor.
42. **DEPLOYMENT OF LABOUR:** The contractor shall comply with and shall ensure due compliance of all Indian Laws related to the deployment of labour.
43. **PROOF OF QUALIFICATION:** The contractor shall get the bio-data and proof of qualification of the personnel engaged for repair and maintenance of the System and get it approved by the Chief Mechanical Engineer prior to the placement. Any changing in manning has to be done only with the approval of Chief Mechanical Engineer. The Contractor shall provide suitable transport arrangements for mobilising the personnel to the System from the places as required for smooth execution of contract.
44. **INSURANCE:** The contractor shall arrange for insurance coverage for their employees engaged in the AMC work, including workers employed on temporary basis like special repair work etc..
45. **INSTRUCTIONS TO TENDERERS TO FORM PART OF THE CONTRACT:** All these instructions conditions, special conditions, if any, work specifications contained in the tender document and any correspondence related to this contract shall form part of the agreement.
46. **SPECIAL CONDITION:** Work should be carried out during normal working hours round the clock. Additional works if any, such as machinery rewinding will not cover under this contract.
The contractor and his labour should strictly adhere to the Port rules and regulations.
47. **WASTES:** All the debris that might be accumulated during course of execution of work is to be removed, transported and dumped outside the V.O.Chidambaranar Port Trust's campus.
48. **DISPUTES:** If any disputes or difference of any kind whatsoever arises, the decision of the chairman shall be the final.
49. **PRECAUTION AGAINST AIR AND WATER POLLUTION:** Every precaution shall be taken by the contractor to prevent air and water pollution resulting from his operations as per requirement of the appropriate authorities. The hazardous waste shall be disposed off only to the genuine processors having requisite approval in accordance with implementation of hazardous waste rules 1989, notified tender environment Act, 1989 and rules regulations made there under from time to time.
- 50. LABOUR :**
- h. The contract labourers / employees shall display their identity card while inside the Port area.
 - i. The contractor shall furnish the personal particulars of their labourers / employees. Also the contractors shall given an undertaking for the good conduct of their laborers / employees inside port area.
 - j. The contractor shall allow his labourers, the government notified national and local festival holiday and also such closed holidays for the Port declared by the employer and also have due regard to local religious and social customs in respect of labourers employed by him.

Sd/-
CHIEF MECHANICAL ENGINEER

SECTION-IV
GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATIONS:

1. In the contract (as hereinafter defined) the following words and expressions shall have the meaning thereby assigned to them except where the contract otherwise required:
 - (a) "BOARD" means the Trustees of the Port of Tuticorin, a body corporate under Major Port Trust's Act of 1963 as amended from time to time.
 - (b) "CHIEF MECHANICAL ENGINEER" means the Chief Mechanical Engineer of the V.O.Chidambaranar Port Trust or any other officer to perform such functions relating to the contract as may be nominated by the Port Trust.
 - (c) "CHIEF MECHANICAL ENGINEER'S REPRESENTATIVE" means any Resident Engineer or Assistant of the Chief Mechanical Engineer detailed from time to time by the Chief Mechanical Engineer to perform the duties as may be specified in this contract.
 - (d) "CONTRACTOR" means the person or persons, firm or company whose tender has been accepted by the Board and includes contractor's personal representative, successors and permitted assigns.
 - (e) "CONTRACT" means the conditions of contract, specifications, drawings, schedule of items of work within quantities and rates therein, tender and contract agreement.
 - (f) "CONTRACT PRICE" means the sum named in the tender subject to such additions thereto or deductions there from as may be made under the provisions here in after contained.
 - (g) "A DAY" means a day of 24 hours from midnight to the next midnight irrespective of the numbers of hours worked in that day.
 - (h) "A WEEK" means seven days without regard to the number of hours worked in any day in that week
 - (i) "A MONTH" means month according to Gregorian calendar.
 - (j) "OWNER" means V.O.Chidambaranar Port Trust.
 - (k) "Crane mean 20T Electric level luffing wharf cranesf with Hook/Grab bucket.
1. The contract or any part, share or interest in it shall not be transferred directly or indirectly to any persons whomsoever without the written consent of the Board/Chief Mechanical Engineer.
2. In the event of the breach of any of the provision of the contract by the contractor, the Board shall have the right to terminate the contract summarily.
3. In the event of the Board terminating the contract for breach by the contractor of any of the provisions thereof, the contractor shall be liable for any loss suffered by the Board upto the time of the termination of the contract and for any further loss the Board may suffer during the remainder of the period originally covered by the contract.
4. **GST:** GST in respect of this contract shall be indicated in the price bid.
5. **Accident or injury to workmen:** The V.O.Chidambaranar Port Trust shall not be liable for any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or any other person in the employment of the contractor and the contractor shall indemnify and keep indemnified the V.O.C Port Trust against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

6. Any notice to the contractor shall be deemed to be sufficiently served, if given or left in writing at his usual or last known place of abode or business.
7. Upon the complete fulfilment of the contract by the contractor to the satisfaction of the Board, the amount deposited by the contractor as security for due fulfilment of the contract will be returned to him less the amount if any due by the contractor to the Board.
8. If however, the security is made up of a guarantee bond, executed by a Bank on behalf of the contractor, it will be discharged and returned to the Bank after collecting the amount, if any, due by the contractor to the Board.
9. If there is any lapse in this regard the contractor shall be personally responsible for the lapse and hold the Port Trust blameless in providing necessary assistance.
10. The contract is liable for cancellation if either the contractor himself or any of his employees is found to be a person who has held a Class I post under the Board immediately before retirement and has within two years of such retirement, accepted without obtaining the previous permission of the Board or the Chairman, as the case may be an employment as contractor for, or in connection with the execution of public works, or as an employee of such contractor.
11. If any contract is terminated on account of the failure of the contractor to comply with the above clause, the Board shall be entitled to recover from him such damages as may be determined by the Chief Mechanical Engineer with due regard to the inconvenience caused to the Trust on account of such termination without prejudice to the Trust's right to proceed against such officer.
12. **Ambiguity:** Should there be any ambiguity or doubt as to the meaning of the tender clauses/condition, if any further information is required, the matter should immediately be referred to the Chief Mechanical Engineer, V.O.Chidambaranar Port Trust in writing whose interpretation shall be final and binding.
13. **Legal Jurisdictions:**
The legal jurisdictions of the tender shall be restricted to the local courts at Tuticorin, Tamilnadu only and no court other than the above will have jurisdiction concerning the work order.
14. **Inspection of Site:** The tenderer is advised to visit the site before submitting their sealed offer in order to ascertain the nature of work involved.

Sd/-
CHIEF MECHANICAL ENGINEER

SECTION-V
SCOPE OF ANNUAL MAINTENANCE CONTRACT

1. **Scope of work:** Annual Maintenance contract work for 3 Nos of 20T Grab Cranes and 9 nos of grab buckets available at VOC Port Trust for a period of two years.
2. **PERIOD OF AMC:** The Contract period is two years from the date of commencement of work.
3. **Extension of Contract:** The contract may be extended with the same terms and condition of agreement if required by one more year subject to the discretion and options of the Port, based on the performance of the contractor.
4. **Termination of Contract:** If the performance of the contractor is found not satisfactory by the Chief Mechanical Engineer, during the contract period, the contract will be terminated by one month notice and the performance security will be forfeited after obtaining necessary approval from Chairman/ VOCPT.
5. **Short closing of Contract:** If V.O.Chidambaranar Port Trust commences infrastructure development works in VOC wharf 3 and 4 for the improvement of Port on national interest, the contract will be short closed by one month notice and the performance security will be returned as per terms and conditions.

6. **MINIMUM MAN POWER REQUIRED TO BE DEPLOYED PER DAY:**

A. GENERAL SHIFT

- | | |
|---|---------------|
| a) Administrative Manager - Degree in any subject With minimum three years experience in the office administration | - 1 No |
| b) Sr.Mechanical Engineer - (Graduate Engineer in Mechanical with minimum two years experience in repair and maintenance of cranes) | - 1 No |
| c) Sr.Electrical Engineer - (Graduate Engineer in Electrical and Electronics Engineering/Electronics and Communication with minimum two years Experience in VVVF drive panel) | - 1 No |
| d) Electrical Assistant (ITI in Electrician / Wireman/Electronics) | - 2 Nos |
| e) Mechanical Assistant (ITI in Motor mechanic / Diesel Mechanic/fitter) | - 3 Nos |
| f) Welder - ITI in the trade of Welder | - 1 No |
| g) Lubrication rigger/Mechanical rigger (ITI in Motor mechanic /Diesel Mechanic/fitter) | - 2 Nos |
| h) Store Keeper | - 1 No |
| i) Support Staff | - 1 No |
| j) Helpers/Office Assistant | - 1 No |
| | 14 Nos |

B. IN SHIFTS

- | | |
|--|--------|
| a) Shift Incharge (Mechanical) - Diploma in Mechanical Engineering with minimum two years experience in repair and maintenance of cranes | - 1 No |
| b) Shift Incharge (Electrical) - Diploma in Electrical and Electronics engineering / Electronics and Communication Engineering with minimum two years Experience in VVVF drive panel | - 1 No |

- c) Mechanical Assistant (ITI in Motor mechanic /Diesel Mechanic/fitter) - 1 No

General Shift	=	14 Nos
Shift 3 x 3	=	9 Nos
Total	=	23 Nos

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

7. All consumables like, cotton waste, Diesel for cleaning the cranes, oils, lubricants like grease, wire rope lubricants, spares will be supplied by the Port for carrying out the routine maintenance etc. But it is the responsibility of the contractor to furnish the requirement list of spares and consumables in writing, well in advance to AE/AEE Wharf Crane.
8. All major/minor repairs, (exclusion - replacement of structures and slew bearing etc.) preventive maintenance and periodical maintenance shall be attended by the contractor. All Spares (Mechanical, Electrical and Electronics) will be supplied by the Port.
9. Main components of drive units will be replaced from the stock available with Port. If there is no stock with VOC Port Trust, the parts shall be supplied (or) repaired by the contractor and installed. Cost of the spares/reconditioning will be born by the Port
10. Steel material required for attending repair works in crane structures and Grab buckets shall be provided by the Port.
11. Full painting shall be carried out once within the first 24 months period. Paint will be supplied by the Port. The cabin and panel beadings shall be changed every one year, beadings shall be supplied by the contractor. The painters and staff required for painting, beading changing and scaffolding arrangements shall be arranged by the contractor.
12. Competent authority and Test loads required for Annual thorough examination, load testing of Cranes and hook blocks as per dock safety regulations shall be arranged by VOCPT. Conveyance of test loads shall be arranged by the contractor.
13. The cranes should be cleaned with pressurised water jets, whenever required. Only Water for cleaning the crane shall be provided by VOCPT at free of cost. Suitable water storage tank/truck, hose arrangements shall be arranged by the contractor
14. Contractor shall make their own arrangement for transporting wire ropes, oil barrels, and other heavy items from wharf crane sub-dn. stores/main store to their work spot/store.
15. Periodical checking of electrical controls, safety features, etc. shall be carried out by the contractor for which representative from Siemens and/ or original manufacturer of components shall be engaged if required at contractor's cost.
16. Customs clearance, if any, required for taking materials in/out of the Port shall be obtained by the contractor from the Customs department. VOC Port Trust will issue necessary papers.
17. The contractor shall employ minimum staff strength of 23 members and shift staff as detailed in the section V, clause 6.
18. Engineers, technicians engaged by the contractor should have previous experience in the maintenance of similar ELL Wharf cranes with VVVF drives.
19. Photo identity cards for staff engaged by the contractor shall be issued by VOCPT on chargeable basis at the prevailing rate as per the policy of the Port.
20. The contractor shall obtain necessary licence for engaging workers from labour commissioner as may be stipulated by the labour Commissioner. The contractor shall arrange

insurance coverage for the workmen to be engaged by them at their cost.

21. The preventive maintenance shall be carried out by the contractor as per schedule recommended by VOCPT, with the help of their group of technicians and skilled workers.
22. Support services shall be provided by the contractor during operation of the cranes through their employees, who shall attend to any fault in the crane during cargo handling operation.
23. Break down maintenance shall generally be attended to by the contractor immediately after occurrence, unless otherwise decided due to constraints such as major breakdown, non-availability of spares, unsafe condition, late night breakdown, non-availability of handling facilities, etc. If the down time is due to the contractor's account, the same shall be considered for penalty.
24. Major break down like replacement of wire ropes, structure etc. shall be attended to by the contractor during general shifts. Main components of drive units will be replaced from the stock available with Port.
25. Interruption in the crane operation due to faults in the drive system shall be attended to by the contractor with the help of their technicians available during 1st 2nd and 3rd shifts.
26. The contractor shall ensure that, their employees are adhering safety practices by wearing all personal protective equipments like helmets, safety shoes, nose masks, safety belts, etc. The contractor shall supply helmets, safety shoes, nose masks, safety belts, etc. to their employees at their cost.
27. The contractor shall ensure that all three cranes are available for 90% of available hours in a month per crane, failing which the penalty as per clause 39 of section III shall be deducted from the contractor's monthly bills.
28. Wire ropes, sockets required for socketing will be supplied by the port. Socketing with IDLR certificate shall be contractor's scope and shall be carried out well in advance as per instructions of the Engineer.
29. The cranes will be operated by the Port operators.

Sd/-

CHIEF MECHANICAL ENGINEER

SECTION VI
SPECIAL CONDITIONS OF CONTRACT.

- 1) Electricity for carrying out welding work in the Cranes and Grabs for its maintenance shall be given free of cost. Power consumed at their office shall be paid by contractor at the existing tariff rate on chargeable basis. Necessary meter shall be provided by the contractor.
- 2) Fire service clearance shall be given free of cost during maintenance period subject to adhering to safety measures prescribed by the Harbour master/ Deputy Conservator.
- 3) All Tools like Spanners, callipers, Jacks etc, Welding rods, Gases required for welding and other accessories required for the maintenance of cranes shall be arranged by the contractor.
- 4) **Wages:** The contractor shall pay the minimum wages to the personnel engaged by them as prescribed in the Minimum Wages Act. If the personnel are engaged more than 8 hours, they should be compensated for the extra work. The contractor has to take the insurance policy covering all type of risks of all employees engaged by them for this work. The personnel engaged by the contractor shall be covered under EPF, ESI Act only after furnishing necessary documentary evidence every month, the monthly bill will be passed for payment.
- 5) **Contractor's office and workshop :** Ground rent shall be chargeable for the area occupied for the above use, as per existing tariff. The buildings should not be used for residential purposes. The contractors shall at their own cost and expense shall arrange for watch and ward security at the above location.
- 6) **Accommodation:** Port Trust is not responsible for providing any accommodation to the contractor's staff/labour in the port premises.
- 7) 20 T ELL cranes shall be used for attending repairs if any at free of cost without hindrance of Port operation subject to availability. Mobile cranes if any required shall be arranged by the contractor.
- 8) **UNIFORM:** - The personnel employed for the operation and maintenance of the crane should be in proper uniform during their duty hours. Uniform is inclusive of safety shoe, helmet, nose mask etc.
- 9) **PAYMENT TERMS:** AMC charges shall be paid on monthly basis on the rate accepted in the contract. For the case of penalty if any, the amount shall be deducted in the monthly bill, when the equipment availability is below 90% for the corresponding month as per clause 10 under this section (VI).
- 10) **Penalty for shortfall in availability during AMC Period.**

The availability of each of the three cranes should be a minimum of 90% in every month measured in hours. Penalty is leviable if availability of any crane falls short of 90%. In case of any shortfall due to their account, penalty per hour and part thereof shall be deducted from the bill submitted by the contractor at per hour rate of Annual Maintenance Contract (Short fall hours (Availability below 90% in a month) x AMC rate per crane per month / 24 Hrs. x 30 days).
- 11) Penalty for non-deployment of any of the man power as per tender shall be levied for each day at equi - proportionate amount of AMC quoted for the month.
- 12) Following statements in the prescribed format shall be produced at the end of every month to the department
 - k. Availability statement
 - l. Manpower attendance
 - m. Status of safety items in the crane.
 - n. Preventive maintenance schedule
 - o. Consumable statement
 - p. Break down details

- q. Documentary evidence for complying with ESI & EPF ACT, insurance coverage.
- 13) The contractor shall be liable for all acts of omission or commission of the personnel deployed and also for all liabilities pertaining to their salaries, victuals, medical facilities, insurance coverage and any other requirement pertaining to personnel at the cost of the contractor.
 - 14) The contractor shall comply with and shall ensure due compliance of all Indian Laws related to the deployment of labour.
 - 15) If any claims or legal proceedings are filed against the crane or the owner by virtue of legal proceedings arising because of the activities of the contractor in the crane, the contractor shall immediately notify the owner and the contractor shall take immediate action, legal or otherwise, to free the crane or owner from the claim, demand or lien thereupon placed. If the contractor fails to do so, the owners defend the same at the expense of the contractor.
 - 16) No cooking shall be permitted inside the work spot. No alcoholic drinks will be permitted inside the work spot and no personnel with alcoholic influence will be permitted to enter into the work spot. The contractor shall ensure that the personnel employed for this work do not smoke inside the Port area.
 - 17) **Compliance with EPF Act:**
The contractor should adhere to EPF Act 1952.
 - a) The contractor has to comply with all provisions contained in EPF and MP Act 1952.
 - b) Rate quoted in BOQ (Price bid) shall not include EPF component. The claim for EPF component shall be admitted as per actual on submission of documentary proof of payment made to EPF authorities along with full details of manpower deploy and calculation of contribution.
 - 18) **Compliance with ESI Act 1948:-**
The contractor should adhere the Employees State Insurance Act 1948 (34 of 1948)
 - i. The contractor should registered under ESI Act and should have obtained separate ESI code. Otherwise, the tender shall not be considered for evaluation.
 - ii. If the contractor fails with ESI Act, it is the duty of the principle employer ie, PORTTRUST will recover the amount from the contractors bill and make payment to ESI.
 - 19) Statutory requirement as per Labour Department and Dock Safety Inspectorate as per regulation should be adhered by the Contractor.
 - 20) All safety precautions shall be strictly adhered to.
 - 21) The contractor and their employees should be complied with Quality Management (ISO 9001:2015, EMS ISO 14001:2015 and OHASAS 18001:2007) Electricity Act, Dock Safety regulations.
 - 22) **Staff:** The staff engaged for by the contractor shall be given periodical safety training and periodical medical check-up by the contractor (once in a year) to comply with IDLR requirement. Electrician/Supervisor working in electrical accessories shall be qualified as per the requirement of electricity act.
 - 23) **Insurance:** The contractor shall arrange for insurance coverage for their employees engaged in the AMC work, including workers employed on temporary basis like special repair work, painting work etc above 9 meters.
 - 24) **PRECAUTION AGAINST AIR AND WATER POLLUTION:-** Every precaution shall be taken by the contractor to prevent air and water pollution resulting from his operations as per requirement of the appropriate authorities. The hazardous waste shall be disposed off only to the genuine processors having requisite approval in accordance with implementation of hazardous waste rules 1989, notified tender environment Act, 1989 and rules regulations

made there under from time to time.

- 25) **LABOUR:** The contract labourers / employees shall display their identity card while inside the Port area.
- 26) The contractor shall furnish the personal particulars of their labourers / employees. Also the contractors shall give an undertaking for the good conduct of their labourers / employees inside port area.
- 27) The contractor shall allow his labourers for the government notified national and local festival holiday and also such closed holidays for the Port declared by the employer and also have due regard to local religious and social customs in respect of labourers employed by him.
- 28) The Tenderer shall give clear indication in his tender of the parts which would be required for working the plant he does not propose to include in the quotation, where such clear mention is not given it will be construed that the quotation covers all parts not so indicated.
- 29) The Contractor shall indemnify the Board against any action, claim or demand or expenses arising from any infringements of patents, designs or other protected rights.
- 30) The Contractor shall be responsible for any accident, damage or injury caused to any of his employees during the execution of this work and shall hold the Board blameless in respect thereof and also in respect of any reason whatsoever.
- 31) The Contractor shall be responsible for all structural or decorative damage to property and for injury caused by work or workmen to persons, animals or things and shall hold the Board blameless in respect thereof, he shall also be responsible for any injuries or damages caused to the works by inclemency of weather and shall rectify at his own cost or damages caused by the same and thoroughly complete the whole of the works.
- 32) The Chief Mechanical Engineer or his representative shall be at liberty to object to and require the contractor to remove from the works any person employed by the Contractor for the works, who in the opinion of the Chief Mechanical Engineer or his representative, misconduct himself or his incompetency or negligence in the proper performance of his duties and such persons shall not be again employed upon the works, without the permission of the Chief Mechanical Engineer.
- 33) The Board shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other persons in the employment of the Contractor or any subcontractor and the Contractor shall indemnify compensation and against all claims, demands, proceeding cost charges and expenses whatsoever in respect thereof or in relation thereto.
- 34) The Contractor shall be solely responsible for reporting to the Board and Police Department immediately of any serious or fatal accidents inside the Harbour premises to any of his employees/workmen engaged by him.
- 35) In the event of any dispute arising during the period of contract for Annual Maintenance contract work for 3 Nos of 20T Grab Cranes and 9 nos of grab buckets available at VOC Port Trust for a period of two years, the decision of Chairman/VOCPT shall be final and binding on the contractors.
- 36) **INSTRUCTIONS TO TENDERERS TO FORM PART OF THE CONTRACT:-**
All these instructions conditions, special conditions, if any, work specifications contained in the tender document and any correspondence related to this contract shall form part of the agreement.

Sd/-
CHIEF MECHANICAL ENGINEER

SECTION VII - ANNEXURES

Annexure-1

BID SECURING DECLARATION FORM

Date: _____

Tender No. MEE/SEEL/F.20TON/AMC/2021

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

I/We. The undersigned, declare that:

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

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

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

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

Signed: (insert signature of person whose name and capacity are shown)
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)
Name: (insert complete name of person signing the Bid Securing Declaration)

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

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

Corporate Seal (where appropriate)

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

LETTER OF APPLICATION

Registered Business name :

Registered Business Address :

Telephone No. :

Telex :

Cable :

Fax :

To

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

Sir,

1. We hereby apply to be bidder for the “Annual Maintenance contract work for 3 Nos of 20T Grab Cranes and 9 nos of grab buckets available at VOC Port Trust for a period of two years ”.

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

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

(a) Technical

(b) Financial

(c) Personnel

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

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

Yours faithfully,

(Authorised representative of applicant)

Date:

Encl: 1.

2.

3.

GENERAL INFORMATION

Company Name :

1. Head Office address :
Telex No. :
Telephone No. :

Cable address :

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

Cable address :

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

Cable address :

Country and year incorporated :

Main lines of business :

- | | |
|----|---------|
| 1. | Since : |
| 2. | Since : |
| 3. | Since : |
| 4. | Since : |
| 5. | Since : |

* Attach copy of certificate of registration and Partnership.

Signature

Seal

ANNEXURE -4

FINANCIAL STATUS

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

<i>Sl. No.</i>	<i>Financial year</i>	<i>Total turnover</i>
1	2018-19	
2	2019-20	
3	2020-21	

Note: Attach certified copies of the audited financial statements.

Signature of Contractor

Seal

EXPERIENCE

Experience in similar works (i.e) “Annual Maintenance contract work for 3 Nos of 20T Grab Cranes and 9 nos of grab buckets available at VOC Port Trust for a period of two years” completed during the last seven years ending 30.06.2021.

<i>Sl. No.</i>	<i>Name of work</i>	<i>Value of work executed</i>	<i>Contract Period</i>		<i>Scheduled period of completion</i>	<i>Name and address of organisation</i>
			<i>Commencement</i>	<i>Completion</i>		

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

ANNEXURE - 6

SPECIMEN FORM OF BANK GUARANTEE BOND(FOR PERFORMANCE SECURITY)

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

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

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

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

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

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

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

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

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

We * _____lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Port in writing.(Validity/Period should be noted)

This guarantee is valid up to _____

(period)Dated the day of 2021 for..... **

Indicate here the name of the Bank

Indicate here the period or date.

V.O.CHIDAMBARANAR PORT TRUST
FORM OF AGREEMENT

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

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

WHEREAS the Board of Trustees of the V.O.C Port Trust is desirous of construction the work
comprising for “Annual Maintenance contract work for 3 Nos of 20T Grab Cranes and 9 nos of grab
buckets available at VOC Port Trust for a period of two years”

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

Signed and sealed by

The Contractor in the presence of

E-PAYMENT FORM

To

The Financial Advisor & Chief Accounts Officer,
V.O.CHIDAMBARANAR PORT TRUST,
Tuticorin
.Sir,

We hereby give particulars for payment of the Works Bill/Advance etc.

<i>S.No</i>	<i>Particulars</i>	
1	Name of the Contractors/Suppliers	
2	Address of the Contractors/Suppliers	
3	Name of the Work for which payment is made	
4	Estimate No./Agreement No./ Work Order No.	
5	Name of the Bank in which Contractors/Suppliers is operating Account. Either with IOB or SBI or any other Bank (If it is other than IOB or SBI Bank commission plus postage will be deducted)	
6	Address of the Bank	
7	Branch Code No.	
8	Type of Account (Whether SB Account or Current Account)	
9	Account No.	
10	PAN No.	
11	GST Registration No.	
12	IFSC Code	

Yours sincerely,
Signature of Contractor

SCHEDULE OF DEVIATIONS FROM TECHNICAL SPECIFICATIONS

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

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

Company Seal :

Signature :
Designation :
Company :
Date :

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

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

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

Company Seal :

Signature :
Designation :
Company :
Date :

Notice Inviting e-tender for the work “Annual Maintenance contract work for 3 Nos of 20T Grab Cranes and 9 nos of grab buckets available at VOC Port Trust for a period of two years”.

TENDER ACCEPTANCE LETTER

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

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

Sir,

Subject: Acceptance of terms and conditions of tender for “Annual Maintenance contract work for 3 Nos of 20T Grab Cranes and 9 nos of grab buckets available at VOC Port Trust for a period of two years”

Tender reference No. MEE/SEEL/F.20TON/AMC/2021

1. I/We have downloaded / obtained the tender document(s) for the above mentioned tender/work from the website namely <https://etenders.gov.in/eprocure/app> as per your advertisement given in the above mentioned website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. 1 to (including all documents like annexure(s), schedules(s), etc, which form part of the contract agreement and I /we shall abide hereby and agree the terms /conditions /clauses contained therein.
3. The corrigendum(s) issued from time to time by V.O.Chidambaranar Port Trust for the above subject work has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum (s) in its totality /entirety.
5. I/We do hereby declare that our firms has not been blacklisted/ debarred by any Govt. Department/ Public sector undertaking.
6. I/We certify that all information furnished by me/us is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then V.O.Chidamabaranar Port Trust shall without giving any notice or reason therefore, summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy and I/We may be disqualified from bidding for any contract with you for the time specified in the tender document (Clause 12, Section-II).

Yours faithfully,

(Signature of the bidder with official seal)

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