



V.O.CHIDAMBARANAR PORT TRUST

(MEE DEPARTMENT)

[E-TENDERING](#)

TENDER DOCUMENT FOR

Supply and Installation of Lawn lights in the backyard of
Type V, VI & VII Quarters - Reg.

Tender No. MEE/SE1EL/ELEC/F.2(21)/61569/2021

TENDERS WILL BE DOWNLOADED ONLINE FROM 25/01/2021 to 16/02/2021 (upto 1500 Hrs.) & COMPLETED TENDERS ARE TO BE SUBMITTED ONLINE ON OR BEFORE 1500 HRS on 16/02/2021 AND TECHNICAL BIDS WILL BE OPENED AT 15:30 HRS on 17/02/2021

The Chief Mechanical Engineer
Mechanical & Electrical Engineering Department,
V.O.Chidambaranar Port Trust,
TUTICORIN - 628004
Phone: 0461-2352270
Fax : 0461 - 2354274
Email: cme@vocport.gov.in

Sub: Supply and Installation of Lawn lights in the backyard of Type V, VI & VII Quarters

Ref: MEE/SE1EL/ELEC/F.2(21)/61569/2021

Dear Sir,

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

Sd/-
CHIEF MECHANICAL ENGINEER

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

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V.O.CHIDAMBARANAR PORT TRUST

(MEE DEPARTMENT)

NOTICE INVITING TENDER (NIT)

Only through E-Tendering Mode

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

Tender No. MEE/SE1EL/ELEC/F.2(21)/61569/2021

On line Tenders (in Two cover system) are invited by V.O.Chidambaranar Port Trust Tuticorin from reputed contractors for the work of “Supply and Installation of Lawn lights in the backyard of Type V, VI & VII Quarters “

1	Estimate Amount	Rs. 16,58,488/- (excluding GST & EPF)
2	Period of completion	Four months
3	Downloading of Tender online e-tendering website	<u>25/01/2021 to 16/02/2021</u> (up to 1500 Hrs.)
4	Last Date and Time for submission of Tenders online.	BEFORE 1500 Hrs. on 16/02/2021
5	Online technical Bid opening date and time	At 1530 Hrs. on 17/02/2021
6	Validity of tender	120 days from the date of opening.
7	BID SECURITY	The bidder shall be required to mandatorily submit the Bid Securing Declaration Form as per Annexure-IX, accepting that, if the bidder withdraw or modify their bids during period of validity etc., the bidder will be suspended for the time specified in the tender document (Clause 32, Section-II).

Sd/-
CHIEF MECHANICAL ENGINEER

SECTION - I
INVITATION TO TENDER

1.1 TENDER NOTICE:

Electronic Tenders (Online) are invited in “**TWO COVER**” on behalf of **V.O.CHIDAMBARANAR PORT TRUST (VOCPT)** from reputed and experienced contractors for the work of : “Supply and Installation of Lawn lights in the backyard of Type V, VI & VII Quarters (Tender No MEE/SE1EL/ELEC/F.2(21)/61569/2021).

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 completion is four months from the date of award of contract.

Tender Document having all details is available at the URL of the e-Tender Portal <https://etenders.gov.in/eprocure/app>. The interested bidders are needed to register in the website name <https://etenders.gov.in/eprocure/app>. The tender documents are required to be submitted only through e-mode offered in the website <https://etenders.gov.in/eprocure/app> . Tenders in any other manner will be rejected and no correspondence on such matter will be entertained.

IMPORTANT INSTRUCTIONS AND GUIDELINES TO BIDDERS FOR E-TENDRING

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

Note: Instructions for Bidder:

- 1) VOCPT tenders through online/e-tendering only.
- 2) VOCPT will not entertain and will not accept any reasons of Bidder due to Net Connection Failure/Current Connection Failure and any issues during the filling of tender online. Bidder will be responsible for all those facts and failure of Net Connectivity, Current Connectivity and they should be at their own risk. VOCPT will not take any liabilities and claims for failure of Network and problem arise submission of the tender forms online.
- 3) VOCPT E-TENDER WEBSITE ARE: <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.

SECTION - II
INSTRUCTION TO BIDDERS

1.(A) GENERAL:

On behalf of the Board of Trustees of the V.O.Chidambaranar Port Trust, the Chief Mechanical Engineer, V.O.Chidambaranar Port Trust invites E-tenders from reputed firms with proven ability for “Supply and Installation of Lawn lights in the backyard of Type V, VI & VII Quarters ”

(B) DEFINITIONS AND INTERPRETATIONS:

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

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

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

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

The complete set of tender documents including forms, conditions of contract, work specifications, etc. Can be downloaded by contractors registered through e-tendering website <https://etenders.gov.in/eprocure/app> from 25/01/2021 to 16/02/2021 (up to 1500 Hrs). The instructions for submitting e-tender is given in the e-tendering website

<https://etenders.gov.in/eprocure/app>.

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

- 1) **Bid Security:** Scanned copy of signed & filled Bid Securing Declaration Form as per Annexure-IX, accepting that, if the bidder withdraw or modify their bids during period of validity etc., the bidder will be suspended for the time specified in the tender document (Clause 32, Section-II).
- 2) Scanned copy of self-attested Particulars with regard to experience (work order with detailed BOQ and satisfactory completion/ performance certificate with value of work done) as detailed under para No.4 Minimum Criteria For Pre-Qualification. In case of bidders submitting satisfactory completion/ performance certificate for work carried out in Non Government organizations/ Private organizations they have to upload Scanned Copy of TDS CERTIFICATE for Bidders carried out work under private organization ought to furnish Form 16A for the proof of deduction of TDS. In case the bidders submitting satisfactory completion/ performance certificate for sub-contract work done by them, bidders has to upload work completion certificate obtained from the principal employer.
- 3) Scanned copy of self-attested Audited Financial Statements with profit & loss statements for the three years of the bidder during last three year i.e., 2016-17, 2017-18 and 2018-19 shall be furnished in the enclosed Form No. IV.
- 4) Scanned copy of valid licence "ESB"/"ESA"/"EA" grade issued by the licensing Board
- 5) Scanned copy of Income tax permanent account number card for assessing the income tax.
- 6) The scanned copy of GST, ESI & EPF registration to be uploaded.
- 7) Scanned copy of Annexure I signed and duly filled (Deviation from work/Technical Specification)
- 8) Scanned copy of Annexure II signed and duly filled (Deviation from Tender condition)
- 9) Scanned copy of Annexure III signed and duly filled (Experience)
- 10) Scanned copy of Annexure IV signed and duly filled (Financial Status)
- 11) Scanned copy of Annexure VII signed and duly filled (e-payment format)
- 12) Scanned copy of Annexure VIII signed and duly filled (Tender acceptance letter)
- 13) Cover II The Schedule of Prices to be filled and uploaded in excel sheet available in e tendering website.

The completed tender should be submitted only through online in e-tender website on or before 16/02/2021 up to 15.00 Hrs. The tenders without Bid Securing Declaration Form will be summarily rejected. The Cover I of online submitted tenders

will be opened in the e tender website [https://etenders.gov.in/e procure/app_on 17/02/2021](https://etenders.gov.in/e procure/app_on_17/02/2021) at 15.30 hours, in the presence of bidders who wish to be present at the time of opening.

3. EVALUATION:

- i. Cover No.1 containing the technical documents to shortlist the eligible bidders will be opened through e-tender procedure on the scheduled date and time i.e on 17/02/2021 at 15.30 hrs. in the presence of such bidders who wish to be present at the time of opening.
- ii. After opening the first cover and getting the required technical/commercial clarifications if any based on the information given, Port Trust will prequalify the eligible bidders.
- iii. The bidders will be prequalified based on the documents contained in Cover No.1 The cover No.2 submitted online by the pre qualified bidders alone will be opened through e-tender procedure on a subsequent date which will be intimated to the pre qualified bidders through e mail and post. The decision of the Port Trust in pre qualifying the eligible tenders will be final.
- iv. The terms of tender schedule, conditions of contract, etc. shall not be defaced or detached or detached from the documents.
- v. The V.O.Chidambaranar Port Trust shall have no liability to the bidder in respect of any expenses incurred by him, direct or indirect, in preparing and/or submitting the tender.

4. MINIMUM CRITERIA FOR PRE-QUALIFICATION:

- a) Minimum experience in executing works. : During the last 7 years ending on **31.12.2020** the bidder should have successfully completed the similar works Values of such work done should be as under:-
 - i. Three completed similar works, each similar work costing not less than 40% of Estimate cost - Rs. 6,63,395/-
(or)
 - ii. Two completed similar works, each similar work costing not less than 50% of Estimate cost - Rs. 8,29,244/-
(or)
 - iii. One completed similar work costing not less than 80% of Estimate cost - Rs.13,26,790/-
- b) The Average Annual Turnover 30% of the :
estimated cost of ie Rs. 4,97,546/-
Rs.16,58,488/- during the last three years (2016-17, 2017-18 and 2018-19)
Details shall be furnished in Annexure-IV)
- c) The bidder should have valid licence "ESB"/"ESA"/"EA" grade issued by the licensing Board, failing which the bid will be rejected.

Similar works means:

“Supply & Installation of Street Lights / Pillar (Panel) Boxes or Supply & Laying of cable”

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.

- d) Price bid of the bidders satisfying the above prequalification criteria will be opened and L1 will be decided on lowest total amount excluding GST if eligible for availing

Input tax credit otherwise if GST is not eligible for availing input tax credit, price quoted by the bidder inclusive of GST shall be the basis for evaluation.

- e) Any work experience certificates from overseas ought to be translated into English and the documents shall be legalized by the Indian Embassy and Notarized.
- f) SUB-CONTRACT WORK: For sub-contract work, bidders has to furnish work completion certificate obtained from the principal employer.
- g) TDS CERTIFICATE: Bidders carried out work under private organization ought to upload Form 16A for the proof of deduction of TDS.

5. PERFORMANCE SECURITY:

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

6. SECURITY DEPOSIT:

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

7. TIME SCHEDULE:

Time allowed for the commencement of work "Supply and Installation of Lawn lights in the backyard of Type V, VI & VII Quarters" is within 15 days from the date of written order and the work to be completed within four months from the date of commencement of work.

8. RATES TO BE FIGURES AND WORDS:

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

between figures and written words, the rates in words shall be taken as the quoted price.

9. CORRECTION/VARIATION:

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

10. SIGNING OF TENDER:

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

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

11. WITNESS:

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

12. ALL PAGES TO BE SIGNED:

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

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

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

14. TRANSFER OF TENDER DOCUMENTS:

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

15. OPENING AND ACCEPTANCE OF TENDER:

The tenders submitted online will be opened through e tender procedure at **15.30 hrs**, on **17/02/2021** in the presence of those bidders who may be present Tenders

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

16. ADDENDA / CORRIGENDA:

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

17. COLLECTION OF DATA - BIDDER'S RESPONSIBILITY:

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

18. AMBIGUITY:

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

19. BIDDER'S COMMENTS:

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

20. SIGNING THE CONTRACT:

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

21. JURISDICTION:

The award of contract for the work “**Supply and Installation of Lawn lights in the backyard of Type V, VI & VII Quarters**” is subject to the legal jurisdiction of the local Courts of Tuticorin (Tamil Nadu) and no other Court other than Courts at Tuticorin (Tamilnadu) will have jurisdiction regarding any matters concerning the contract.

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

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

23. INSPECTION OF SITE:

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

24. PRECAUTION AGAINST AIR AND WATER POLLUTION:

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

25. LABOUR:

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

26. DETERMINATION OF RESPONSIVENESS:

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

27. Compliance with ESI Act 1948:

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

28. Compliance with EPF Act:

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

29. Goods and Service Tax:

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

30. EXTENSION OF TIME:

- i. The Contractor shall commence the works on site with the period named in the tender after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay

expect 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 work in such extension of time as he considers reasonable for the completion of the work. In such circumstances, the contractor shall apply for extension of time within fifteen days of the hindrance on account of which he desires such extension as aforesaid.
- 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.

31. COMPENSATION FOR DELAY:

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

- 32. 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.**

SECTION-III
SPECIAL CONDITIONS

1. The electrical work shall be carried out by the Contractor having valid license "ESB"/"ESA"/"EA" grade issued by the licensing Board. The work shall be carried out in all respects with workmanship and materials of the best substantial and approved quality (confirming to ISI standard specifications) to the entire satisfaction of the Engineer who may reject any plant/ apparatus, materials, workmanship which shall in his opinion be defective in quality and such rejection will be final and conclusive. The contractor shall at his own expenses provide all materials labour haulage, saver tools and plants in manner of aforesaid qualified craftsman in the trade shall be employed.
2. The contractor shall make well at his own expense all defects due to faulty design materials or workmanship on the part of the contractor during the period of one year from the date of which the work is certified by the Engineer to have been brought to beneficial use. Any defects noticed in the installation during a period of one year from the date of commissioning shall be attended and rectified by the contractor at free of cost. The due portion of the security deposit relating to electrical works will be refunded after the expiry of this maintenance period.
3. The quantity given in the schedule is only approximate and payment will be made as per actuals.
4. The sample of the materials to be used for the work shall be approved/concurred by the Engineer in charge before ordering the quantity in bulk
5. The work should be carried out to the entire satisfaction of the Engineer in charge. If the work is not upto the performance the work order is liable for cancellation.
6. The period of completion stipulated is the essence of contract. However, effort may be taken to complete the work as expeditiously as possible before the period of date of completion.
7. The extra civil works like making hole jumpering, chipping, plastering and GI pipes wherever necessary will have to be done by the contractor.
8. The materials should be transported to the workspot by the contractor at his own cost and risk.
9. No increase in rates will be permitted on account of escalation of price, additional duty, Tax etc. Towards the procurement of bought out items that have to be used in the work.
10. 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.
11. The contractor shall survey the site to assess the exact quantity of cables required for the works failing which the excess cables if any on completion of work shall be taken back and if there is any shortage of cables, the contractor shall supply additional cables required for the work at the same cost quoted in the agreement. In the survey itself the loops to be provided and the route of the cables shall be arrived with Engineer in charge of work / his authorized representative.
12. The supply of materials on Sunday and holidays generally shall not be allowed.
13. Every day the work shall be carried out in the presence of authorized technical representative of the firm.
14. The contractor shall make his own arrangement for ladder, scaffolding, tools , labour transport of materials required for the work during the execution of work.

15. The contractor shall furnish the full personal particulars of their labourers/employees. Also the contractors shall give an undertaking for the good conduct of their labourers/employees inside port area.
16. The contract labourers/employees shall display their identity card or possess on them while inside the port area.
17. 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.
18. If water is required for the above work, the contractor should make his own arrangements of water at his own cost from outside.
19. Every precaution shall be taken by the Contractor to prevent air and water pollution resulting from the operation as per the requirement of appropriate authority. The hazardous waste shall be disposed off only to the genuine processors having requisite approval on accordance with implementation of Hazardous waste Rule 1989 notified under Environmental Act, 1989 and rules regulations made their under from time to time.

SECTION- IV
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. Tax: Income Tax, Works contract Tax / or any other statutory levies applicable from time to time will be deducted at source as per rules.
3. Payment Terms: Payment to the Contractor will be made on satisfactory completion of works assigned. The mode of payment is through e-payment. Hence the tenderer shall furnish the Bank Account Number for payment
4. Inspection: The work done will be inspected by Port officer incharge.
5. 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 works are not carried out in satisfactory manner, the work order will be cancelled by the Port.
6. Damage : Any damage is caused to Port equipments while carrying out the works, it should be attended to by the tenderer at his own cost.
7. 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.
8. Third Party Insurance:- Before commissioning of execution of works the contractor shall ensure against any damage, loss or injury which may occur to any property including that of the VOC Port Trust or to any person including any employee of the VOC Port Trust by or arising out of the execution of the works in carrying out of the contract.
9. Contract Labour Act: The contractor shall comply with all necessary rules and regulations of the contract labour (Regulation abolition) Act 1970 and 1971.
10. Transport: The transport facilities for men will not be provided by the port.
11. Necessary safety measures are to be taken for the work by the contractor.
12. General : The work is required to be done with high quality.
13. Entry into Port: Admission into the port is regulated by passes and the contractor shall make his own arrangements to get passes.
14. Disputes: If any disputes or difference of any kind whatsoever arises, the decision of the Chief Mechanical Engineer shall be the final.
15. Liquidated Damage: If the contractor fails to complete the work in all respects within the specified completion period /extended completion period unless such failure is due to Standard Force Majeure, a sum equivalent to 1% per week or part thereof for the period of delay for the value of materials supplied after expiry of completion period, subject to a maximum of 10% of the order value as liquidated and ascertained damages and not by way of penalty shall be deducted from any money due or become due to the contractor.
16. Preferable Make of materials :
 - a. Wire / cable : Finolex / RPG / Kundan / HavellsKEI / V Guard / unistar
 - b. Switches / sockets : Legrand / Mylinc / L & T / Havells / Anchor
 - c. MCB : L & T / Hager / ABB / Siemens / Legrand
 - d. Lighting fixtures : Philips / Crompton / Wipro / Luker

SECTION V
SCOPE OF WORK

1. The Contractor shall accomplish the work of Supply & Installation of Lighting Arrangements at Backyard in Type V, VI & VII Quarters in line with the Tender Document.
2. The Contractor shall carry out the work of supplying and laying LTUG cables of requisite sizes & length from nearby Pillar Box(s) to work location in the Residential Quarters area as directed by Engineer-in-charge. This includes excavation of trench for laying cable, filling of sand, laying of bricks to cover the three sides of cables and refilling the earth.
3. The Contractor shall carry out the work of supplying & fixing of prescribed ornamental lawn light posts with fine bend & arms arrangements, LED light fittings including LED light and requisite junction boxes with concreting and construction on masonry pedestals for erecting the posts with welded bolts above concrete level.
4. The Contractor shall carry out the work of supply & fixing prescribed lawn light Timer Control Set enclosed in suitable outdoor metal box and mounting on poles.
5. The Contractor shall carry out the work of Supply and Installation of Polycarbonate Thermoplastic Outdoor type MV Panel Board as per specifications (Annexure) & Standards with all accessories, auxiliaries, foundation bolts, documentation, training, warranty, etc., and the whole system shall be supplied and mounted on suitable concrete foundation. The Contractor shall provide & lay plain cement concrete mix for the foundation with suitable dimensions (2 pedestals per MV panel). The MV panel shall be installed in a fully operational condition acceptable by the Port officials.
6. All equipments and materials in this tender shall be supplied and installed in accordance with the latest revisions of the relevant latest Indian Standard (IS)
7. There is no need to mention each and every materials / works involved in the work.
8. The work shall be carried out by the Firm as directed by the concerned Engineer.

DETAILED TECHNICAL SPECIFICATION FOR SUPPLY & INSTALLATION OF OUTDOOR TYPE MV PANEL BOARD

1. Three Nos. of New Polycarbonate Thermoplastic Outdoor MV Panel Board with below mentioned specification is to be designed, supplied and installed in the Port Electrical Subdivision (Outside Green Gate).
 - i. Incomer - 1 No.
400A 4 pole MCCB 50 KA model DU400N or its equivalent adjustable overload (320-400A) with release type: Thermal Magnetic.
 - ii. Outgoing - 4 Nos.
125A, 4 pole MCCB, 18 KA with external rotary handle
 - iii. Outgoing - 4 Nos.
63A, 4 pole MCCB, 18 KA with external rotary handle
 - iv. Aluminium Busbar with required length - 4 runs
 - v. Timer Control Switch (24 hrs) - 1 No. for controlling street lights and highmast tower lights
 - vi. Digital Multifunction meter - 1 No.
 - vii. For Incomer with CT coil arrangement & suitable internal wirings, etc.
 - viii. Suitable Current Transformers for incoming & outgoing MCCB to be provided.
Providing suitable heavy duty MS channel arrangement at bottom for installing the above panel
 - ix. Providing suitable MS canopy arrangement at top of the panel for avoiding rainwater entering into the pillar box
 - x. RYB indicators wherever required.
2. All materials mentioned in polycarbonate thermoplastic outdoor MV panel board to be fitted and interconnections to be made ready for usage.
3. Necessary suitable foundation bolts to be supplied by the contractor along with polycarbonate thermoplastic outdoor MV panel board.
4. It is not possible the scope of the specification to specify each and every component of individual system / equipment, since the tenderer is totally responsible for the engineering, design supply and installation of the complete system.
5. The Electrical Installation shall meet the requirement of Indian Electricity Act, 1910 and Indian Electricity Rules 1956, applicable section of the latest revision of the relevant IS Code of Practice. The equipment shall comply with the requirements of latest revision of following standards issued by BIS (Bureau of Indian Standards) unless otherwise specified. In case Indian Standards are not available for any equipment, standards issued by IEC/BS/VDE/ IEEE/ NEMA or equivalent agency shall be applicable.
6. **Specification for MCCB**
 - i. Confirms to IEC60947-2, EN60947-2, IS/IEC60947-2
 - ii. Current Limiting Type MCCB
 - iii. Type of release: Thermal Magnetic
 - iv. RoHS compliant
 - v. IP30 Protection & IK08 Protection
 - vi. Inbuilt Neutral Link for TPN systems
 - vii. Mounting Holes on the back plate
 - viii. Louvers for better heat dissipation
 - ix. IP Protection (from front side) IP40
 - x. Pollution Degree: III

7. **Specification for polycarbonate thermoplastic outdoor MV Panel Board.**
 - i. Thermoplastic distribution boards shall be of IEC 61439, IEC 60695-2-11, flame-retardant, self-extinguishing UL Subject 94, V-2
 - ii. UV resistance: UV resistance according to IEC 61439-1
 - iii. Chemical resistance : Resistance against acid 10% and lye 10%, petrol and mineral oil
 - iv. Toxic behavior: Silicon and halogen-free
 - v. Insulation : Insulated enclosures (Protection Class II) Protection agent foreign solid objects and direct contact, Dust-proof, Degree of protection IP 65
 - vi. Electrical parameters : Rated current: up to 630A, Rated insulation voltage: 690 VAC., 1000 VDC, IEC 60664
 - vii. Distribution boards of thermoplastics characterize an extremely high mechanical impact strength and hardness, IK 08 (5 Joule)
8. The current transformers shall be of IS:2705 Current transformers
9. Digital Multi Function Meter: Accuracy Class 1 as per IEC 62053-21 and Parameters: VLL, VN, A, F, PF, On Hrs, RPM, Apeak
10. Busbars shall be of high conductivity aluminum and provided with flame retardant heat shrinkable sleeves. Bus bar arrangements shall be as per IS 5082.D

SCHEDULE OF DEVIATIONS FROM TECHNICAL SPECIFICATIONS

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

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

<u>SECTION NO</u>	<u>SPECIFICATION CLAUSE NO.</u>	<u>DEVIATION</u>
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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 :

EXPERIENCE

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

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

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

Contractor

FINANCIAL STATUS

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

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

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

Contractor

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

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

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

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and the expressions shall have the same meanings as are
respectively assigned to them in the conditions of the contract hereinafter referred
to.
2. The following documents shall be deemed to form and be read and construed as
part of this agreement viz.
 - 1 Tender Notice
 2. Instruction to Bidders
 3. Terms and Conditions
 4. Annexes
 - 5.Schedule of Price
 - 6.Work Order

CONTRACTOR

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

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

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

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

Signed and sealed by

The Contractor in the presence of

SPECIMEN FORM OF BANK GUARANTEE BOND (FOR PERFORMANCE SECURITY)

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

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

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

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

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

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

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

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

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

We * _____ lastly undertake not to revoke this
Guarantee during its currency except with the previous consent of the Port in writing.
9. This guarantee is valid upto _____ (period)

Dated the day of 200 for**
Indicate here the name of the Bank
Indicate here the period or date.

Contractor

E- Payment

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

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

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

Yours sincerely

(Signature of Contractor)

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

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

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

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

a)State Bank of India, Main Office, Tuticorin

b)Indian Overseas Bank, harbour Branch

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

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

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

Notice Inviting e-tender for the work Supply and Installation of Lawn lights in the backyard of Type V, VI & VII Quarters

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 Supply and Installation of Lawn lights in the backyard of Type V, VI & VII Quarters

Tender reference No. MEE/SE1EL/ELEC/F.2(21)/61569/2021

1. I/We have downloaded / obtained the tender document(s) for the above mentioned tender/work form the website namely <https://etenders.gov.in/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.Chidambaranar Port Trust shall without giving any notice or reason therefore, summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy and I/We may be disqualified from bidding for any contract with you for the time specified in the tender document (Clause 32, Section-II).

Yours faithfully,

(Signature of the bidder with official seal)

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

Bid Securing Declaration Form

Date: _____

Tender No. MEE/SE1EL/ELEC/F.2(21)/61569/2021

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 bid conditions, 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)