

V.O.CHIDAMBARANAR PORT TRUST

(MEE DEPARTMENT)

E-TENDERING

TENDER DOCUMENT FOR

AMC for 5 Nos. of Electrical substations for a period of two years - Reg.

Tender No. MEE/SE1EL/Elec/69284/F.18(8)/2019

TENDERS WILL BE DOWNLOADED ONLINE FROM <u>10/12/2019 to</u> <u>30/12/2019 to</u> (upto 1500 Hrs.). & COMPLETED TENDERS ARE TO BE SUBMITTED ONLINE ON OR BEFORE 1500 HRS on <u>31/12/2019</u> AND TECHNICAL BIDS WILL BE OPENED AT 15:30 HRS on_31/12/2019

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 $\underline{SUB:}$ _ AMC for 5 Nos. of Electrical substations for a period of two years – Reg.

Ref.: MEE/SE1EL/Elec/69284/F.18(8)/2019

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

Thanking you,

Yours faithfully, -sd-Chief Mechanical Engineer

V.O.CHIDAMBARANAR PORT TRUST MECHANCIAL 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/69284/F.18(8)/2019

On line Tenders (in Two Bid system) are invited by V.O.Chidambaranar Port Trust Tuticorin from reputed contractors for fulfilling Minimum Qualifying Criteria as stipulated in this notice for the work of "AMC for 5 Nos. of Electrical substations for a period of two years"

1	Estimate Amount	Rs. 92,45,808/-						
2	Period of contract	Two years						
3	Downloading of Tender online e-tendering web site.	10 / 12/2019 to 30/12 /2019 (up to 1500 Hrs.)						
4	Last Date and Time for submission of Tenders on line.	BEFORE 1500 Hrs. on <u>30/12/2019</u>						
5	Online technical Bid opening date and time	At 1530 Hrs. on 31/12/2019						
6	Validity of tender	120 days from the date of opening the technical bid						
7	Earnest Money deposit EMD.	Rs. 1,85,000/- Payment in the form of RTGS/NEFT payable to V.O.Chidambaranar Port Trust, Tuticorin, Tamil Nadu state, India (Account details given in the section I invitation to tenders).						

-sd-CHIEF MECHANICAL ENGINEER

SECTION NO: I - INVITATION TO TENDER

1.1 TENDER NOTICE:

Electronic Tenders (Online) are invited in '*TWO BID SYSTEM*' on behalf of **V.O.CHIDAMBARANAR PORT TRUST (VOCPT)** from reputed and experienced contractors for the work of: "AMC for 5 Nos. of Electrical substations for a period of two years" (Tender No.: MEE/SE1EL/Elec/69284/F.18(8)/2019).

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

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

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

Α	Name and Address of the Bank	Indian Overseas bank, Harbour					
		branch, Tuticorin-628004.					
В	Name of the branch	Harbour branch					
С	IFSC code	IOBA0000143					
D	Account no	014301000000001					
Ε	Type of account	Savings account					
F	Beneficiary's Name	V.O.Chidambaranar Port Trust					

IMPORTANT INSTRUCTIONS AND GUIDELINES TO TENDERERS FOR E-TENDRING

Tenders Only Through E-Tendering Mode. https://etenders.gov.in/eprocure/app Note: Instructions for Tenderer:-

- 1) VOCPT tenders through online/e-tendering only.
- 2) Cost of payment of EMD to be made only through RTGS/NEFT payment and without payment of EMD, the tenders will not be considered for evaluations, tenderers may ensure for the same.
- 3) VOCPT will not entertain and will not accept any reasons of Tenderer due to Net Connection Failure/Current Connection Failure and any issues during the filling of tender online. Tenderer will be responsible for all those facts and failure of Net Connectivity, Current Connectivity and they should be at their own risk. VOCPT will not take any liabilities and claims for failure of Network and problem arise submission of the tender forms online.
- 4) VOCPT E-TENDER WEBSITE ARE: https://etenders.gov.in/eprocure/app
- 5) Employer may verify the original documents as submitted in the e-tendering process.
- 6) Tenders of bidders who had litigation against Port will not be considered.
- 7) 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.
- 8) This tender notice shall form part of the contract agreement.
- 9) The tenderer should adhere to the ESI & EPF Act.

<u>SECTION NO:II</u> INSTRUCTION TO TENDERERS

1.(A) **GENERAL**:

On behalf of the Board of Trustees of the V.O.Chidambaranar Port Trust, the Chief Mechanical Engineer, V.O.Chidambaranar Port Trust invites E-tenders in from reputed firms with proven ability for "AMC for 5 Nos. of Electrical substations for a period of two years"

(B) **DEFINITIONS AND INTERPRETATIONS**:

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

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

- 7."Drawings" means the drawing referred to in the contract agreement and any modifications of such drawings approved in writing by the Chef Mechanical Engineer and such other drawings as may from time to time be furnished or approved in writing by the Chef Mechanical Engineer.
- 8. "Site" means lands and other places on / under / into / in / or through which the "work" are to be executed or carried out and any other lands or places provided by the Board for the purposes of the contract. "Works" or "Works" means the work by virtue of the contract to be executed in accordance with the contract under the relevant schedule whether temporary or permanent and whether original, altered' substituted or additional.
- 9. "Schedules" referred to in these conditions shall means the relevant schedule (s) annexed to the tender papers issued by Employer.
- 10. "Approved" means approved in writing including subsequent written confirmation of previous verbal approval and "Approval" means approval in witting including as aforesaid.
- 11. "A day" means a day 24 hours from midnight to the next midnight irrespective of the numbers of hours worked in that day.
- 12. "A week" means seven days without regard to the number of hours worked in any day in that week.
- 13. "A month" means month according to Gregorian Calendar.
- 14. "Urgent works" Shall mean any urgent measures which in the opinion of the Engineer-in-charge become necessary during the progress of the works to obviate any risk of accident or failure or which become necessary for security
- 15. "Constructional Plant" means all appliances or things of whatsoever nature required in or about the executions, completion or maintenance of the 'work' or 'temporary works' (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- 16. "Temporary works" means temporary works of every kind required in the execution completion or maintenance of the works and which do not form an item of the work or works.
- 17. "Trust's Stores" means the storage yards for materials of the Trust any where in the harbour premises.
- 18. "Market Price" means the rate as decided by the Engineer on the basis of the cost of materials and labour to the contractor at the site where the works are to be executed plus the percentage mentioned in schedule to cover all over heads and profit.

2. Downloading & Submission of Tender from VOCPT on line 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 10/12/2019 to 30/12/2019 (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 etender (https://etenders.gov.in/eprocure/app) while submitting tender:

- 1) Scanned copy of Details of payment made for Earnest Money Deposit like challan copy/print out page of net banking. Tenders without proof of payment of EMD will be summarily rejected.
- 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.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 Audited Financial Statements with profit & loss statements for the three years of the tenderer during last three year i.e., 2015- 16, 2016-17 & 2017-18 shall be furnished in the enclosed Form No. IV.
- 4) Scanned copy of Income tax permanent account number card for assessing the income tax.
- 5) The scanned copy of GST to be uploaded.
- 6) Scanned copy of valid license "ESA"/"EA" grade issued by the licensing Board.
- 7) Scanned copy of Annexure I signed and duly filled (Form I Deviation from work/Technical Specification)
- 8) Scanned copy of Annexure II signed and duly filled (Form II Deviation from Tender condition)
- 9) Scanned copy of Annexure III signed and duly filled (Form III Experience)
- 10) Scanned copy of Annexure IV signed and duly filled (Form IV Financial Status)
- 11) Scanned copy of Annexure VII signed and duly filled (e-payment format)
- 12) Scanned copy of Annexure VIII signed and duly filled [Tender acceptance letter]
- 13) Cover II The Schedule of Prices to be filled and uploaded in excel sheet available in e tendering website.

The completed tender should be submitted only through on line in e-tender website on or 30/12/2019 up to 15.00 Hrs. The tenders without payment of cost of EMD 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 31/12/2019 at 15.30 hours, in the presence of tenderers who wish to be present at the time of opening.

3. **EVALUATION:**

- Cover No.1 containing the technical documents to shortlist the eligible tenderers i. will be opened through e-tender procedure on the scheduled date and time i.e on 31/12/2019 at 15.30 hrs. in the presence of such tenderers who wish to be present at the time of opening.
- ii. After opening the first cover and getting the required technical/commercial clarifications based on the information given, Port Trust will prequalify the eligible tenderers.
- iii. The tenderers will be prequalified based on the documents contained in Cover The cover No.2 submitted online by the pre qualified tenderers alone will be opened through e-tender procedure on a subsequent date which will be intimated to the pre qualified tenderers through e mail and post. The decision of the Port Trust in pre qualifying the eligible tenders will be final.
- The terms of tender schedule, conditions of contract, etc. shall not be defaced or iv. detached or detached from the documents.
- The V.O.Chidambaranar Port Trust shall have no liability to the tenderer in respect ٧. of any expenses incurred by him, direct or indirect, in preparing and/or submitting the tender.

4. MINIMUM CRITERIA FOR PRE-QUALIFICATION:

a) Minimum period of experience in : During the last 7 years ending on executing works. (Details shall be furnished in Form I) (Estimate Value -Rs. 92,45,808/-)

30.11.2019 the tenderer should have successfully completed the similar works Values of such work done should be as under:-

ii)at least three similar completed works of each work of 40% of estimated value.(ie Rs. 36,98,323/-)

(OR)

ii) two similar works of each work of 50% of the estimated value (ie Rs. 46,22,904/-)

(OR)

work of iii) one similar 80% of the estimated value (ie. Rs. 73,96,646/-)

b) The Average Annual Turnover 30%:
of the estimated value of:
Rs.92,45,808/- during the last three ie Rs. 27,73,742/years (2016-17, 2017-18 and 2018-19)
(Details shall be furnished in Form IV)

Similar works means:-

i. Deploying manpower/AMC work for maintaining electrical installations or substations or electrical wharf cranes or floating craft

(or)

- ii. Supply, erection, testing and commissioning of HT installations.
- c)Price bid of the bidders satisfying the above prequalification criteria will be opened and L1 will be decided on lowest total amount excluding GST if eligible for availing Input tax credit otherwise if GST is not eligible for availing input tax credit, price quoted by the bidder inclusive of GST shall be the basis for evaluation
- d)Price bid of the bidders satisfying the above prequalification criteria will be opened and L1 will be decided on lowest total amount excluding GST if eligible for availing Input tax credit otherwise if GST is not eligible for availing input tax credit, price quoted by the bidder inclusive of GST shall be the basis for evaluation
- e) Any work experience certificates from overseas ought to be translated into English and the documents shall be legalized by the Indian Embassy and Notarized.
- f) SUB-CONTRACT WORK: For sub-contract work, bidders 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.
- h) Rate quoted in Price bid shall not include ESI component The claim for ESI component shall be admitted as per actual on submission of documentary proof of payment made to ESI authorities along with full details of manpower deployed and calculation of contribution
- i) Rate quoted in 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 deployed and calculation of contribution

5. EARNEST MONEY DEPOSIT:

Earnest Money: Rs.1,85,000/- Rupees One Lakh and Eighty Five Thousand Only). The EMD shall be paid through RTGS /NEFT to V.O.Chidambaranar Port Trust, Tuticorin. (Account details given in the section I invitation to tenders). All the bidders have to pay the EMD amount and Tenders without paying EMD will not be considered. Bidders enlisted with NSIC also have to pay the EMD amount. The Earnest Money deposited by the unsuccessful tenderers will be refunded within fifteen days of deciding L1 without interest. The Earnest Money deposited by the successful tenderer will be adjusted against Security Deposit. Whenever there is a delay in commencement of work, the EMD shall be forfeited.

6.PERFORMANCE SECURITY:

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

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

8.TIME SCHEDULE:

Time allowed for the commencement of work "AMC for 5 Nos. of Electrical substations for a period of two years" is within 15 days from the date of written order or within the date extended by the Chief Mechanical Engineer as per performance security clause above and the contract period is Two Years from the date of commencement of work.

9.RATES TO BE FIGURES AND WORDS:

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

10.CORRECTION/VARIATION:

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

particulars clause, it will be construed that they are agreeable to such ports conditions where they have not expressly deviated.

11.SIGNING OF TENDER:

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

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

12. WITNESS:

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

13. ALL PAGES TO BE SIGNED:

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

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

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

15. TRANSFER OF TENDER DOCUMENTS:

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

16. OPENING AND ACCEPTANCE OF TENDER:

The tenders submitted online will be opened through e tender procedure at 15.30 hrs, on 31/12/2019 in the presence of those tenderers who may be present Tenders submitted by tenderers shall remain valid for acceptance for a period of 120 days from the

date of opening of the tenders. The tenderer will not be allowed during the declared period of validity to revoke or cancel his tender or to vary any term thereof, without the consent in writing of the Chief Mechanical Engineer.

17. ADDENDA / CORRIGENDA:

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

18. COLLECTION OF DATA - TENDERER'S RESPONSIBILITY:

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

19. AMBIGUITY:

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

20. TENDERER'S COMMENTS:

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

21. SIGNING THE CONTRACT:

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

22. JURISDICTION:

The award of contract for the work "AMC for 5 Nos. of Electrical substations for a period of two years" is subject to the legal jurisdiction of the local Courts of Tuticorin (Tamil Nadu) and no other Court other than Courts at Tuticorin (Tamilnadu) will have jurisdiction regarding any matters concerning the contract.

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

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

24.INSPECTION OF SITE:

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

25. PRECAUTION AGAINST AIR AND WATER POLLUTION:

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

26. LABOUR:

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

27. Penalty

a) Penalty for shortfall in availability during AMC Period: The contractors shall ensure availability of power supply at 90%. In case of any shortfall due to their (contractor) account (except power cut due TANGEDCO, preventive maintenance duration, etc), the cost of AMC charges for the shortfall period will not be paid by the Port and for 1% shortfall period, a penalty of 1% AMC charges for the particular month shall be deducted in the bill or any money due to the contractor, subject to the maximum 10% of particular month AMC charges. If the Electrician/ Helper are not present during their working hours, the equi-proportionate rate per man day will be worked out as per following formula. Equi-proportionate

rate(per day per man power) = Annual maintenance cost for one year / (12Months X 30 days X Number of man power deployed). The equi proportionate rate will not be paid and also 10% of equi-proportionate rate will be deducted as penalty from the contractors bill.

28. Compliance with Contract Labour (Regulation & Abolition) Act, 1970:

The contractor should adhere to Contract Labour (Regulation & Abolition) Act. The contractor shall obtain necessary license 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.

29. Compliance with ESI Act 1948:-

- i. The contractor should adhere to the Employees State Insurance Act 1948 (34 of 1948).
- ii. The tender shall issued to the contractor only if the contractor has registered under ESI act 1948 and obtain separate ESI code
- iii. If the 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.

30. Compliance with EPF Act:

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

31. 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.

32. Compliance with Minimum wages Act:

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

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

Goods and Services Tax:

- a) As per GST Act, invoice in the prescribed format has to be issued by a registered dealer on or before the time when goods are removed for supply(where supply involves movement) on or before the time when delivery is received by the recipient(where movement of goods is not involved)
- b) The law has laid down conditions to avail GST input tax credit on supply of Goods or services. All of the following conditions need to be satisfied to avail GST input credit:

- The dealer should be in possession of Tax Invoice/Debit or credit Note/Supplementary Invoice issued by a supplier registered under GST Act.
- The said goods/services have been received.
- Returns (GSTR-3) have been filed
- The tax charged has been paid to the Govt. by the supplier
- c) As a service provider, contractors /professionals etc shall issue the invoice within 60 days to the Port from the date of providing service. If the invoice is not issued within the time limit, then penalty and/or interest shall be applicable. If any of the contractors/ professionals do not issue invoices as aforesaid and do not file tax return by due date, Port cannot avail the ITC. Further, Port has to pay the said ITC availed with interest and penalty as applicable under GST rule. Therefore, in the event of default of the contractor on the above grounds, the said amount paid/payable to the Government by Port shall be recovered from any money due tot he contractor or adjusted against the performance security/security deposit.
- d) For any correction in invoice claimed, it shall be throughout Debit note/credit note/supplementary invoice only, as all the invoices are to be uploaded in the GSTIN portal All suppliers and contractors including professionals are to be requested to comply with the above provisions without any omission in respect of on going contracts. If the existing suppliers/contractors / professionals do not comply with the above provisions payment will not be released and Port will not be liable on any account to be aforesaid.
- 34. In case of any bidder found indulged in corrupt, fraudulent, coercive, undesirable and restrictive practices during the bidding process, VOC Port Trust is entitled to forfeit the EMD and debar the bidder for a period not exceeding three years.

-sd-CHIEF MECHANICAL ENGINEER

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.Period: The period of contract is two years from the date of commencement of work, but likely to be extended for a further period of one year. But, Chief Mechanical Engineer, VOC Port Trust can terminate the contract before the completion of the contract period, if the performance of the contractor is not satisfactory after giving one month notice. The work should be started within a 15 days from the date of issue of work order. The contract staff shall carry out the work assigned by Executive Engineer / Electrical time to time.
- 4.Payment Terms: Payment to the Contractor will be made every month after the satisfactory performance of the work assigned. The tenderer is requested to produce the bill in triplicate along with Advance stamped receipt to E.E./ Elec/VOC Port Trust. The mode of payment is through e-payment. Hence the tenderer shall furnish the Bank Account Number for payment. Contractor should make payment to the staff every month in the presence of port officials. Contractor will submit bill of cost in triplicate for Each subdivision as follows
 - a) Point of supply
 - b) SS-13
 - c) Additional Berth
 - d) Oil Jetty
 - e) New 22KV Auto Electrical SS
- 5. Inspection: The work done will be inspected by Port officer incharge.
- 6.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.
- 7. 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.
- 8.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.
- 9.Insurance: The contractor shall take necessary insurance coverage for workers to safe guard 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.

- 10.**Contract Labour Act:** The contractor shall comply with all necessary rules and regulations of the contract labour (Regulation abolition) Act 1970 and 1971.
- 11. **Transport:** The transport facilities for men will not be provided by the port.
- 12. Safety measures: Necessary safety measures are to be taken for the work by the contractor.
- 13. General: The work is required to be done with high quality.
- 14.Entry into Port: Admission into the port is regulated by passes and the contractor shall make his own arrangements to get passes. The tenderer shall satisfy all the requirements to obtain passes and the pass will be issued at Free of cost.
- 15. **Disputes:** If any disputes or difference of any kind whatsoever arises, the decision of the Chief Mechanical Engineer shall be the final.

-sd-Chief Mechanical Engineer

SPECIAL CONDITIONS

- 1) The electrical work shall be carried out by the Contractor having license "ESA"/"EA" grade license issued by the licensing Board. The documents of the above should be enclosed along with the tender.
- 2) The Staff (Electrician / Helper) who will be engaged for maintenance of Electrical substations should possess the following **minimum qualification:**
 - a. The Qualification of the **Electrician** shall meet the Indian Electricity Rules 1956. They must have passed ITI with valid Electrical License (B License)/ issued by the Electrical licensing board / Diploma (EEE). They should be capable of operation & maintenance of 22 K V Circuit Breakers, HT Installations, DG Set. and having thorough knowledge of HT & LT system and distribution system including knowledge of fault diagnosis and rectification of fault thereof. With adequate experience not less than five years.
 - b. The Qualification of the **Helper** shall be pass in 8th std. The helper should have three years experience in electrical work field and acquainted with all types of electrical tools and tackles.
- 3) The Staff should be engaged in each substation as below,

SI. No.	Item	Man power Required per sub station
1	Morning Shift (6 am -2 Pm) Skilled Electrician	1
	General Shift (8:30 am -	
2	<u>5:00pm)</u>	
2	Skilled Electrician	1
	Helper	1
3	Afternoon Shift (2 pm -10pm) Skilled Electrician	1
4	Night Shift (10 pm -6 am) Skilled Electrician	1
	Total	5

- The Staff (Electrician & helper) posted shall be alert, attentive, cautious and polite to the users.
- The Staff (Electrician & helper) shall do the works according to the instructions issued by the Electrical In charge.
- If the performance of any Staff is observed as below average the Staff should be replaced immediately. The performance of each staff (Electrician / Helper) will be observed by the Electrical in charge whose decision is final and binding on the Contractor.
- One set of tools from the firm should be kept at office to look after the scope of the work as specified for routine maintenance works. The technicians must interact each other to carry out the operations without hindrance. The contractor shall arrange to provide alternate staff in case of absence of the regular staff.

- 4. Tools, Tackels & Safety Articles:
 - i. Standard measuring instruments e.g. Tong Tester, Multi-meter, Megger Insulation Tester, Megger earth tester, phase sequence indicator; line tester etc should be kept at site by the contractor for day to work. All the Meters & testing equipment, which are used at site, should be periodically calibrated from Authorized Test Laboratory.
 - ii. Standard Tools i.e. Pliers, Chisels, Screwdrivers, Hammers, Hacksaw, Files, Brushes, all types of Wrenches etc. should be maintain including a Cable Crimping m/c. (up to 400 sq. mm), including Neon Tester and Test Lamps, kept at site by the contractor for day to work.
 - iii. Portable power blower, portable hammer drill machine, cutting & drill machine etc should be kept at site by the contractor for day to work
 - iv. Any other tools and tackles as may be necessary for break-down or periodic maintenance work should be provided by the contractor at the time of requirement on urgent basis within 12 to 24 hrs. positively.
 - v. All types of safety articles like safety gloves, safety shoes, safety apron, helmet etc to be used by the substation personnel are duty which should be kept at site by the contractor for day to work
 - vi. The contractor has to provide a first aid box with all necessary first aid materials for the use of substation personnel as and when required.
- 5) The necessary replacement materials will be supplied by the office at free of cost and the same should be collected from the office the contractor shall arrange to supply any materials required at the earliest or latest within a day if the materials are not available at office with prior approval. The cost of materials will be paid separately.
- 6) The contractor shall arrange the separate laborers for earthwork excavation in case of cable fault.
- 7) All breakdown calls/complaints received during normal working hours should be attended to as early as possible. No complaints should be left unattended and not be postponed to next day. The work also includes attending telephone calls, recording consumer complaints at the sub-stations, recording and sending messages, monitoring complaints register and intimating the Engineer Incharge for attending the same at the Port premises.
- 8) The Service report containing nature of the complaints, nature of the fault un attended, parts replaced and customer remarks/signature should be prepared by the contractor. The cost of printing of the booklet will be borne by the contractor. The Engineer In charge should approve the model of service report. The contractor shall provide day/week/monthly report stating the nature of complaints/work done at the end.
- 9)The Port will not take any responsibility in case of any accident/injury to the labourers during working. The firm shall take all safety measures and welfare of he labourer. In

case of any accident occurs due to any reasons during duty hours within Port Premises, PORT will not be responsible in any way for the same. No extra payments shall be made to the Contractor and No claim what so ever nature will be given or paid on this account and Contractor is fully responsible for such eventualities and he should indemnify the Department from such happening.

- 10) Any other maintenance schedule as will be prescribed by VOC Port from time to time Persons deployed under this contract should be covered with Accidental Insurance Policy under any GIC by the contractor against any accident for which personal injury or loss of life may take place. No compensation will be given by Port for any reason what so ever.
- 11)It is to be explicitly undertaken by the contractor that all statutory and legal requirements in respect of electrical safety for the man power deployment by the Contractor shall be fulfilled by the contractor and VOC Port shall not be responsible for any manner directly or indirectly.
- 12) The contractor shall provide proper uniform to staff consisting of full pants, shirts, shoes, badges/identity and safety gadgets like hand Gloves, raincoats etc. for the service provider engaged by him during Operation and Maintenance services at site and shall ensure that their turnout is smart in all respect.
- 13) The employees engaged by the contractor will be in the employment of the contractor only and not of the Port office. The contractor will be responsible for payment of wage as Minimum Wages as prescribed/revised by Government and other service benefits to its personnel posted
- 14) No sub contracting of any work or part of a work would be allowed.
- 15) No escalation in rates due to any reasons, statutory or otherwise shall be allowed.
- 16) The contractor shall compensate in full the loss sustained by this office on account of damage or theft of material during discharge of the activities.
- 17) The staff provided by the contractor to the office are in case found to be indulging in any undesirable or unfair activities in the premises of the office, the contractor will solely be responsible for all the consequences apart from the liberty of office to lodge complaints before appropriate authorities.
- 18) Any damage is caused to any equipment/or items available at the office premises due to negligence of the contractor's work force shall be entirely on contractor, the amount so involved on this account shall be deducted from the payment due to contractor.

- 19) Mode of payments will be monthly basis and will be paid on 10th of each succeeding month. Payments to the contractor will be through e-payment. Payment of salary to staffs must be made immediately after receipt of payment from the Port. However it is the responsibility of the contractor to produce previous months ESI, PF contribution receipts and salary Acquittance as per the Minimum Wages Act of the employees along with the bill for payment. This will be strictly adhered to before making payment.
- 20) The contractor shall strictly comply with the terms and conditions of agreement. In case of violation of any of the terms, the agreement shall be liable for cancellation immediately and EMD will be forfeited.
- 21) The Operation, Maintenance and Services shall be carried out as per the direction given by the concerned Engineering incharge.
- 22) The Contractor shall arrange to execute operation and maintenance services only through qualified electricians who are permitted to work on electrical installations by Competent Authority and as per Indian Electricity (IE) rules 1956.
- 23) The Contractor and his service provider / work force shall strictly follow the security instructions and safety instructions as imposed by the VOC Port, from time to time.
- 24) The scope of services includes servicing and routine repair as per manufacturer's recommendations and Engineering I/c direction, including minor repairs and replacement of parts and accessories.
- 25)Periodical cleaning, testing & routine maintenance of electrical systems in substation are to be done as recommended by manufacturers, and as directed by Engineer Incharge.
- 26)The Contractor shall ensure and display the monthly duty chart / Shift roster provided by Electrical Sub Division In-charge. For leave replacement service providers / work force should also be identified at the beginning of the contract such that they should also be aware of the operation & maintenance of the system fulfilling all other conditions as described in.
- 27)The Contractor shall furnish local contact telephone number, Mobile number & contact address.
- 28)The Contractor shall be responsible to maintain records and furnish data about mandatory tests i.e. insulation and earth tests of all the installation as per I.E. rules & IS specifications.
- 29)The Contractor shall be responsible to provide & maintain records at the site e.g. attendance of duty staff, log books for equipment etc as required.
- 30)It shall be the responsibility of contractor to maintain and hand over back the installation covered under the scope of service after completion of operation maintenance services in good working condition as required.
- 31)The Contractor shall be responsible for the equipments, materials handed over to him, and in case of any mishandling or missing the same shall be replaced or repaired at his own risk and cost.

- 32)All dismantled/unused materials shall remain the property of Port and shall be the responsibility of the contractor to return the same to Electrical subdivisions store periodically as required
- 33)The contractor shall make own arrangements for transport and other logistics to service providers / work force.
- 34)Unauthorized person belonging to the Contractor will not be allowed to enter PORT Premises.
- 35)The Contractor or his bonafied representative shall visit the site at least twice a month and meet the In-charge to take instructions, monitor operations and review the complaint register/site order books, thereby attending the site requirements efficiently & effectively, failing which In-charge shall be free to take suitable action as per relevant terms & conditions of agreement at his discretion as required.
- 36)Additional substation shall be included in your contract at the same rate for which amendment for quantity will be issued before doing maintenance work.
- 37)It shall be the responsibility of the Contractor for the safety of service providers / work force and maintain cleanliness of the installation/equipment's particularly which are under his sole possession/use as required. All his service providers shall be provided with Identity Card as per the norms of Port.

-sd-Chief Mechanical Engineer

Scope of work in Sub station

The scope of work broadly described herein and assigned to Contractor, in their area of responsibility is inclusive of all other services required in connection with the completion of work whether specifically mentioned herein or not will not entitle the Contractor to charge any additional fees in as much as the same are included in the overall professional fees payable to them.

Operation, Repair & maintenance of all electrical installations in the following substations:

Point of supply:	1 No. of 10 pole structure with AB switches & all accessories, outdoor type HT Porcelin clad Vacuum Circuit Breaker, Battery charger unit, control panels & all electrical HT < installations in point of supply.
SS-13	2 Nos. of 8 pole structures with AB switches & all accessories near Auto yard, 2 pole structure with AB switches & all accessories near administration building, Transformers, DG set with AMF panel, 2 Nos. Stabilizers and all electrical HT < installations, all Indoor switch control panels in SS-13 & Port Administration Building.
Additional Berth	Transformers, DG sets, all HT MOCB & VCB in Addl. Berth, Green Gate & Shallow Draught Berth, all Battery charger units, all Indoor switch control panels, all electrical HT & LT installations in Addl. Berth, Green Gate & Shallow Draught Berth
Oil Jetty	Transformers, DG sets , all HT MOCB & VCB in oil Jetty, Red Gate control room including all Battery charger units, all Indoor switch control panels, all electrical HT & LT installations inside Red Gate and Red Gate control room.
New Auto SS	Operation & maintenance of all HT Vacuum Circuit Breakers, Battery charger unit, control panels, Transformers & all electrical HT < installations in Auto Substation.
New 22KV Auto Electrical SS	Operation & maintenance of all HT Vacuum Circuit Breakers, Battery charger unit, control panels, Transformers & all electrical HT & LT installations in new 22KV Auto Electrical SS near Auto workshop

Responsibility:

1. Daily opening / closing of doors / windows of the Sub-Station as will be required, daily cleaning, checking and care taking of all the equipments & accessories the Sub-Station including up keeping of rooms and premises.

- Maintenance of log book/sheet by half-hourly recording various parameters in the prescribed pro-forma to be circulated by the Engineer-in-Charge on round the clock basis including following up with TANGEDCO during interruptions of service from their end for early restoration of power.
- 3. Day to day repairing and breakdown-maintenance work of all the equipments as will be required. However, for extra manpower & materials (if required) during major breakdown/Shut-down work payment may be made extra on this account. Subject to prior approval of CME/VOCPT on case to case basis.
- 4. Any preventive/periodical shutdown maintenance work in order to have uninterrupted supply has to be attended without any extra cost.
- 5. Daily routine check of the silent canopy DG set as per the maintenance schedule of the manufacturer i/c cleaning.
- 6. Round the clock manning for operation of the DG set to supply stand-by power on need basis.
- 7. Routine "test run" of the DG set as per instruction of VOC Port officials

8. Operation of D.G set

- Operation work of DG set will be carried out by the contractor staff as required after failure of supply or as per instruction of Engineer In charge. Before starting of DG set Diesel, lubricant oil and water level should be checked and ensured.
- II. Proper record of D G set working Hrs, consumption of Diesel and balance Qty of diesel available be maintained in separate register as per instruction of Engineer In charge.

SCHEDULE-B

A. MAINTENANCE DETAILS OF TRANSFORMER

MONTHLY

- 1. Taking Insulation test results.
- 2. Taking Voltmeter reading at Transformer Point as well as tail end.
- 3. Reconditioning of Silica gel.
- 4. Checking of Breather
- 5. Clean the Transformer & Surrounding area.
- 6. Checking Transformer Oil level & Tapping if necessary.

QUATERLY

- 1. Checking of Bucholr relay.
- 2. The general maintenance on the Earthing system are:-
 - 1)Watering the Earth Bit
 - 2)Checking up connection and Joints for discontinuity and corrosions.

HALF YEARLY

- 1. Checking Earth Connections.
- 2. Checking of Primary & Secondary connections.
- 3. Checking cleaning of Bus Duct assembly and the relevent distribution panel including checking of fuse switches, renewal of fuses, checking of ACB Voltmeter, Ammeter etc.

ANNUALLY

- 1. Taking Earth resistance value.
- 2. Painting of Transformer & it structure

Once in Three Years.

- 1. Testing of Oil for dielectric strength.
- 2. Testing of Oil for Acidity, if necessary.
- 3. Filtering of Oil, if necessary.

Note:-

- * Test the Oil for dielectric strength
 - If the value of Oil breaks at 30 K.V- change the entire Oil.
- * Test the Oil for Acidity, if the value is above 1.0mg/ koh for 1 gm P3- Oil Either replace the oil or filter the entire oil.

B.MAINTENANCE SCHEDULE FOR 22K.V, MINIUM OIL CIRCUIT BREAKER DRAW OUT

MONTHLY MAINTENANCE

- 1. Checking of operating Mechanism
- 2. Checking of Contacts
- 3. The degree of burning to be checked
- 4. Checking the Movable Plug Contact
- 5. Checking the drain plug
- 6.Checking the Gasket
- 7. Filtering of the Plug Contact
- 8. Check and Clean all surfaces
- 9. Circuit Breaker Oil:

Check Oil level in the breaker poles (For topping up use ordinary acid free Transformer Oil of high quality)

10.Lubricants the Circuit Breaker shaft regularly

QUARTERLY

- 1. Check and service the Reaction Chamber.
- 2. Check and Service the Roller Contacts.

Check the roller contacts are in good condition and without burn series

- 3. Servicing of contact packing (Check scraper ring is not work or otherwise replace with new one)
- 4. Arcing ring:

Check the Arcing ring the arcing ring should not have cracks and the interval dia must never be increased considerably.

HALFYEARLY MAINTENANCE

- 1.Clean and check the Circuit Breaker mechanism (Use Clean dry cloth of non fluffing cotton waste should not be used)
- 2. Check the Guide Bushing and replace it if necessary along with the plug contact.

ANNUAL MAINTENANCE

•Servicing the Breaker

While servicing the Breaker check that the buffers are in good condition and are set at the correct distance from the operating arm.

- ii)Spring Closing Mechanism:
- 1)Check the trip free operation
- 2) Check the closing mechanism
- 3.) Check the warm gear
- 4.) Check the spring charging
- 5.) Check the wiring
- 6.) Check the steering pin and replace it if necessary
- 7.)Lubricate the spring closing mechanism
- 8.)Lubricate the nipples with "ESSO" make grease
- 9.)Lubricate the warm gear and spur gear with "ESSO" grease
- 10)Lubricate the other sliding surfaces with "ESSO" oil or equivalent. All unpainted steel parts of the mechanism should be protected from corrosion accessible by cooling the same grease as that used for the lubrication.
- 11) Checking and calibration of OVER CURRENT and EART FAULT Relays in once in three years.

C.MAINTENANCE SCHEDULE FOR 22KV & 6.6 KV VACUUM CIRCUIT BREAKER MONTHLY MAINTENANCE:-

- 1) Check operation of all indicators.
- 2) Check tightness of all wire terminals.
- 3) Checking of operating Mechanism.
- 1. Checking of contact and movable plug & socket contact.
- 2.Check Electrical operation of the VCB.
- 3. Clean the VCB with dry cloth or Vacuum Cleaner.

QUARTERLY MAINTENANCE:-

- 1. Checking of Earthing Wire.
- 2.Examine and replace if necessary.
 - a) All Electrical devices with drive.
 - b) Check all Cable.
 - c) `Leaking of shock absorber.
- 3. Check and service the Roller Contacts.

(Check the roller contacts are in good condition and without burn series)

HALF YEARLY MAINTENANCE :-

- 1. Checking circuit Breaker Visual inspection and cleaning if necessary.
- 2.Arching Ring :- Check the Arching ring, the arching should not have cracks and the internal dick must have be increased considerably.
- 3. Clean the plug in contacts apply Vaseline or petroleum jelly.
- 4.Clean all the moving parts like shutter guide rod, sheets, screw rod, inter locking lever, rails and lubricate the same

ANNUALLY:-

Checking of vacuum interrupters.

- 1. Isolate the breaker and detach the switching bar coupler from the lever.
- 2. The atmosphere pressure will force the moving contact of a hermetically sealed interrupter in to the On position.

Maintenance Schedule for Outdoor Pillar Box

- •Checking & Cleaning of the Pillar Box.
- •Checking & Cleaning of all Fuse Switches/ SDF switches and its operations.
- Checking of all fuses and fuse links
- •Checking of all Busbars and Bus links
- Lubricating of all door hinges.

- •Checking of all cable terminations.
- •Painting of complete pillar box once in the year if necessary.

Maintenance Schedule for Plug box

- •Checking & Cleaning of the Plug Box.
- •Checking & Cleaning of MCCB and its operations.
- •Checking of all terminations.
- •Checking of all End termination box and cable links.
- •Lubricating of all moving parts
- •Checking of all cable terminations.
- •Painting of complete plug box once in the year if necessary.

SCHEDULE OF DEVIATIONS FROM TECHNICAL SPECIFICATIONS

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

SECTION NO	SPECIFICATION CLAUSE NO.	DEVIATION	
The To	enderer hereby certified that the abov	re - mentioned are the c	only deviations from
	ification and tender conforms to the sp		
Company Seal :		Signature	:
		Designation	:
		Company	:
		Date	:
			-

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

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

SECTION NO	SPECIFICATION CLAUSE NO.	DEVIATION	
General and special	nderer hereby certified that the abov conditions and General rules and di cification in all respects.		
Company Seal :		Signature	:
		Designation	:
		Company	:

Date

EXPERIENCE

Experience in similar type of work for the last seven years ended **30.11.2019**

SI. No	Name of work		Contrac	t period		Contractor'	
		executed	Commen- cement	· (CONTINIENC		s name and address	
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)

SI. No.	Financial year	Total Turnover
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

this......day

V.O.CHIDAMBARANAR PORT TRUST

FORM OF AGREEMENT

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 epugnant 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 epugnant to the context be deemed to include his heirs, executors, administers, epresentatives and assigns or successors in office)on the other part. WHEREAS the Board of Trustees of the V.O.C Port Trust is desirous of construction the work comprising
WHEREAS the contractor has offered to execute, complete and maintain such works and whereas the Board has accepted the tender of the contractor and WHEREAS the contractor as furnished a sum of Rs
Rupeesonly) as Earnest Money Deposit at the time of tendering which will be adjusted against security leposit as per memorandum will be collected by deductions from the running bills, at the ates mentioned there in for the due fulfillment of all the conditions of the contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

made

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

This

AGREEMENT

- 5. Schedule of Price
- 6.Work Order

CONTRACTOR

3.	The	contractor	hereby	covenants	with	the	Board	of	trustee	s c	of V.O.C	Port	: to
	cons	truct compl	lete and	maintain t	the "w	orks"	in con	forr	nity in a	all ı	respects	with	the
	prov	ision of the	agreem	ent.									

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				
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 & Electrica				
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				
CONTROLOGY OF THE AUX TOLDERIANCE, ALL OF DINISSION ON THE DAIL OF THE POIL OF ANY				

indulgence by the Port to the said Contractor(s)	, ,
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 cha	ange in the constitution of the Bank
or the Contractor(s)	3
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	5
Dated the day of 200 for*	*
Indicate here the name of the Bank	
Indicate here the period or date.	

Contractor

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

SI 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: AMC for 5 Nos. of Electrical substations 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 <u>AMC for 5 Nos. of Electrical</u> <u>substations for a period of two years</u>

Tender reference No. MEE/SE1EL/Elec/69284/F.18(8)/2019

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).

- 1. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. 1 to 43 (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.
- 2. 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.
- 3. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum (s) in its totality /entirety.
- 4. I/We do hereby declare that out firms has not been blacklisted/ debarred by any Govt. Department/ Public sector undertaking.
- 5. 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.Chidmabaranar 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 including the forfeiture of the full earnest money deposit absolutely.

Yours faithfully,

(Signature of the bidder with official seal)

COVER- II PRICE SCHEDULE