

V.O.CHIDAMBARANAR PORT TRUST

Mechanical & Electrical Engineering Department
Tuticorin - 628 004

Tender No.MEE/SE2E1/MEC/MBLCRANE/2018



TENDER DOCUMENT

Name of Work: Hiring of 1 No 14T capacity Mobile crane and 1 No JCB on “as and when requirement basis” for attending routine maintenance work within the boundary of V.O.C.Port Trust for a period of one year.

SUB: Hiring of 1 No 14T capacity Mobile crane and 1 No JCB on “as and when requirement basis” for attending routine maintenance work within the boundary of V.O.C.Port Trust for a period of one year.

REF: MEE/SE2E1/MEC/MBLCRANE/2018

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	If your submission is found deficient with reference to the requirements spelt out in the tender document, it may be rejected.

Thank you,

Yours faithfully
-Sd-
CHIEF MECHANICAL ENGINEER

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

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V.O.CHIDAMBARANAR PORT TRUST
(MEE DEPARTMENT)
NOTICE INVITING TENDER (NIT)

Website: www.vocport.gov.in

Tender No. MEE/SE2EL/MEC/MBLCRANE/2018-19

Tender (in single 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 **“Hiring of 1 No 14T capacity Mobile crane and 1 No JCB on “as and when requirement basis” for attending routine maintenance work within the boundary of V.O.C.Port Trust for a period of one year”**

1	Estimate Amount	Rs. 5,91,360/- plus GST
2	Period of Contract	One Year
3	Downloading of Tender from VOCPT web site.	<u>06/06/2019 to 21/06/2019</u> (up to 1500 Hrs.)
4	Last Date and Time for submission of Tenders .	BEFORE 1500 Hrs. on 21/06/2019
5	Opening of tender	At 1530 Hrs. on 21/06/2019
6	Validity of tender	120 days from the date of opening the technical bid
7	Earnest Money deposit EMD.	Rs. 11,900/- 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 -II

INVITATION TO TENDER

1. TENDER NOTICE

Tenders are invited in 'SINGLE COVER SYSTEM' on behalf of V.O.CHIDAMBARANAR PORT TRUST (VOCPT) from reputed and experienced firms for the work of "Hiring of 1 No 14T capacity Mobile crane and 1 No JCB on "as and when requirement basis" for attending routine maintenance work within the boundary of V.O.C.Port Trust for a period of one year.(Tender No. MEE/SE2E1/MEC/MBLCRANE/2018). 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 bid due date.Tender Document having all details is available at the URL www.vocport.gov.in

a) EARNEST MONEY DEPOSIT:

The bidders participating in tender shall pay an amount of Rs.11,900/- The EMD shall be paid through RTGS /NEFT to V.O.Chidambaranar Port Trust, Tuticorin. (Account details given in the section II 1(b)). 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.

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

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

C) The bidders submitting tender without paying the Earnest Money Deposit will not be considered. Bidders enlisted with NSIC also have to pay the EMD amount The EMD to be paid before due date for submitting tender. The tenders of bidders paying the EMD after tender opening will not be considered.

SECTION – III **GENERAL INSTRUCTION TO TENDERER**

1. 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 tenders for “Hiring of 1 No 14T capacity Mobile crane and 1 No JCB on “as and when requirement basis” for attending routine maintenance work within the boundary of V.O.C.Port Trust for a period of one year.

2.1. Downloading of Tender from VOCPT online web site:

The complete set of tender documents including forms, conditions of contract, work specifications, etc. is available in VOCPT website www.vocport.gov.in from **06 /06/2019 to 21 /06/2019**

2.2 SUBMISSION OF TENDER :

The tenderers shall submit their tender including price schedule in sealed covers as specified below duly signed and completed in all respects along with tenderer's covering letter indicating clearly and deviations in the terms and conditions or any new conditions stipulated by him and other enclosures if any required. The tender shall be sent to the Chief Mechanical Engineer, V.O.Chidambaranar Port Trust, Tuticorin-628 004 so as to reach him **on or before 15.00 hours on 21/06/2019** Tenders not received on time will not be considered. Tenders who present tender documents personally or through authorised agents are advised to drop the tender in Tender Box earmarked for the purpose at the CCTV Control room, Ground floor, Port Administration Building, V.O.Chidambaranar Port Trust. The Port will not be responsible for Postal delay or transit delays. If the last date of receipt/opening of Tender happens to be a holiday at a later date, the same will be received/opened on the next working day.

2.3. The following hard copy documents to be enclosed in tender:

- a) Print out of EMD payment /challan to be enclosed along with hard copy of tender.
- b) The tenderer have to enclose copy of Income Tax Permanent Account Number(PAN).
- c) The original tender document & price schedule duly signed in all pages issued by the Port duly filled in all the blank space to be signed on each page with their official stamp.
- d) Copy of GST Registration number along with Notary attested copy of certificate for GST.

3. EVALUATION:

1. Tender box will be opened on the scheduled date and time ie on **21/06/2019 at 15:30 Hrs**, in the presence of such tenderers who wish to be present at the time of opening.
2. The terms of tender schedule, conditions of contract etc shall not be defaced or detached from the documents.
3. The V.O.Chidamabaranar Port Trust shall have no liability to the tenderer in respect of any expenses incurred by him, direct or indirect, in preparing and/or submitting the tender.
4. All tenderers have to furnish EMD amount & without payment of EMD will not be considered and firms registered with NSIC has also to furnish EMD amount.
5. **Contact Officer:** Further details / clarification if any will be available from the Chief Mechanical Engineer, Mechanical & Electrical Engineering Department V.O.Chidambaranar Port Trust, Tuticorin – 4
6. Tender with incomplete details in any aspect shall also be rejected. At the time of submission of tender document, the tenderer shall give an undertaking that no changes have been made in the document.
7. Conditional tender shall not be accepted.
8. This tender notice shall form a part of tender document.
9. The tenderers are advised to read carefully all the Instructions and conditions stipulated in the tender documents.
10. The V.O. Chidambaranar Port Trust reserves the rights to reject any or all Tender document without assigning any reason thereof.
11. Tenderers are bound by the V.O. Chidambaranar Port Trust rules and regulation being issued from time to time.
12. Item wise comparison will be made and Work order shall be issued to the bidder who have quoted lowest rate for individual items mentioned in price bid.

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CHIEF MECHANICAL ENGINEER

SECTION – IV

SCOPE OF WORK & TERMS AND CONDITIONS

1. SCOPE OF WORK:

- a) Lifting, shifting and transporting of grab buckets, crane hooks, wire rope reel, electric cable reel and any other heavy material etc., inside and outside the green gate area.
- b) Lifting, shifting, loading and unloading of heavy items like grab buckets, hooks, oil barrels, wire rope reel, cable reels, transformers and any other heavy items on truck or from truck within the area inside and outside the green gate area and within the harbor estate area.
- c) Lifting & shifting of mooring boat from sea and placing mooring boat on chocks to carry out underwater portion repair/maintenance works. Similarly, lifting, shifting and laying of mooring boat on sea after completion of underwater portion repair/maintenance works.
- d) **Tandem operation:** In order to lift & shift Mooring Boat 2Nos of Mobile crane shall be engaged by contractor for safe lift & shift.
- e) Lifting, shifting and loading of heavy items such as gear box, anchor & anchor chain, life rafts and other heavy items from and to Port Crafts.
- f) Digging ground for laying and to attend UG electrical cable repair work and to remove unwanted juliflora and leveling ground wherever it is necessary.

2. RATE:

The rates are firm and final. No increase in rates will be permitted on account of escalation of price, additional duty, Tax, etc. The rate quoted is inclusive of all men and material. No extra charges shall be paid. For tandem operation, rate shall be applicable to per crane per shift, ie each crane shall be paid for per shift rate as quoted.

3. DUTIES & TAXES INCLUDING GST:

The selected Contractor shall pay all taxes, applicable GST, levies, duties which they may be liable to pay to State Govt. of Tamilnadu and Government of India or other

authorities under any law for the time being in force in respect of or in accordance with the contract work. The Contractor shall further be liable to pay such increase in the taxes, GST, levy, duty etc., under the existing law or which may be liable as a result of introduction of any law. Increase in taxes, GST, levy, duty etc., or imposition of new taxes, levy, duty etc., shall not be ground or an excuse for not completing the Assignment within stipulated time nor a ground or an excuse for claiming any extra or additional costs nor a ground or an excuse for extension of time for completing the contract work as per agreement. All such payments to be made by the Contractor is deemed to have been included / considered while quoting your offer.

4. INCOME TAX:

Income Tax and surcharge as applicable will be deducted at source by V.O.Chidambaranar Port in accordance with Income Tax Act at the rate applicable from time to time and in accordance with instruction issued by INCOME TAX Authorities on this behalf from time to time. The consultant shall furnish his PAN details or a copy of Income Tax exemption certificate if any.

5. EARNEST MONEY DEPOSIT:

The EMD paid by the tenderer will be forfeited if the tenderer

- 1) Withdraws the tender after acceptance:
- 2) Withdraws the tender before the commencement of operation of crane and (or) JCB.
- 3) Revises any of the terms after presentation of the tenders.
- 4) Violates any of the provisions after the acceptance of the tender specifications.

6. SECURITY DEPOSIT AND FORFEITURE OF E.M.D.

The successful tenderer will have to pay 5% of the work order value towards security Deposit after adjusting the E.M.D already paid through RTGS / NEFT payment to V.O.Chidambaranar Port Trust, Tuticorin within 15 days of placement of work order. If the Security Deposit is not deposited in time, as prescribed above, the work order shall stand cancelled automatically and the Earnest Money Deposit will be forfeited, The Security Deposit will not bear any interest, His backing out will be considered as bad performance while evaluating for any of his future tenders also, The Security Deposit 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.

7. PERIOD OF CONTRACT

The contract will be in force for a period of 1 year from the date of issue of work order and may be extendable by one more year. The Port reserves the right to de-hire the equipments at any time by giving one month notice in writing without assigning any reason thereto. The contractor shall not be entitled for any compensation by reason of such termination. The Port reserves the right to extend the contract for a further period of one year on the negotiated rate at the same terms and conditions. The equipments are required to be operative till further instructions subject to satisfactory performance during the contract period. Port may, however with mutual consent of both the parties extend the period of contract by one or more years on the negotiated rates at the same terms and conditions with 30 days prior notice before expiry of the contract.

8. 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 Performa of the tender and in such a way that interpolation is not possible. The tendered amount for the work shall be entered in the tender form and duly signed by the tenderer. In case of any discrepancy between figures and written words, the rates in words shall be taken as the quoted price.

9. 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.

10. 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 is 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.

11. OPERATING EXPENSES:

All operating expenses of the equipment including operators pay, batta, fuel, repairs, service charges, insurance charges, statutory taxes, toll charges etc., shall be borne by the tenderer and the tenderer will be paid only a flat rate of hire charges as given below:

- 01. For Mobile Crane – Flat rate shall be paid on per shift basis.
- 02. For JCB – Flat rate shall be paid on per hour basis.

12. INSURANCE AND ROAD TAX:

The charges for Insurance, Road Tax, etc shall be borne by Contractor. The equipments shall be covered under the Comprehensive Insurance Policy.

13. BREAKDOWN SERVICES:

The contractor shall render round the clock breakdown services.

14. SUBSTITUTE EQUIPMENTS:

In case the equipments goes to the workshop for repairs and maintenance, a substitute equipment equivalent to the supplied equipment as per the instruction of the Chief Mechanical Engineer/VOCPT shall be provided by the contractor.

15. TOOLS & TACKLES:

The necessary tools and tackles such as wire slings/belts and shackles for handling heavy material to be lifted and shifted are contractor's scope.

16. COMPLIANCE OF STATUTORY:

The bidder should submit valid statutory certificates such as "load test, annual thorough examination and loose gears certificates" for the 14T mobile crane and 3DX JCB. The expenditure incurred for the annual thorough examination and load test etc., shall be borne by the contractor only.

17. PENALTY FOR NOT PROVIDING EQUIPMENT DURING REQUIREMENT:

In case, the equipments (Mobile crane / JCB) are not made available at VOC Port Site within 12 hrs of intimation given by the Port official to the firm, the contractor shall provide alternate similar model equipments (Mobile Crane / JCB) at his own cost immediately, failing which a penalty equal to 1% of hire charges per shift /hour will be deducted from the hire bills submitted by the contractor subject to a maximum of 10% of the hire charges per shift/hour.

18. LIQUIDATED DAMAGES:

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

19. TERMINATION OF CONTRACT:

- a) V.O.Chidambaranar Port Trust shall have the right to terminate the contract without assigning any reason by giving 30 days notice in writing. In such cases, the Security Deposit will be refunded.
- b) In the event of continued unsatisfactory performance or non-compliance with any of the provisions of the aforesaid contract, this Port reserves the right to cancel the contract and forfeit the Security Deposit without giving any notice.

20. DISCONTINUANCE BY THE CONTRACTOR:-

If the contractor is not in a position to continue the contract, he should give intimation to this Port, in writing, one month prior to the proposed date of discontinuance of the contract. In such a case, the EMD and Security Deposit shall be forfeited.

21. GOODS AND SERVICE TAX (GST):

GST If any chargeable extra, may be clearly indicated in the price schedule

Goods and Services Tax:

- 1. 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)

2. 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
3. As a service provider, contractors /professionals etc shall issue the invoice within 60 days to the Port from the date of providing service. If the invoice is not issued within the time limit, then penalty and/or interest shall be applicable. If any of the contractors/ professionals do not issue invoices as aforesaid and do not file tax return by due date, Port cannot avail the ITC. Further, Port has to pay the said ITC availed with interest and penalty as applicable under GST rule. Therefore, in the event of default of the contractor on the above grounds, the said amount paid/payable to the Government by Port shall be recovered from any money due to the contractor or adjusted against the performance security/security deposit.
4. 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.

22. AGREEMENT:

When the tender is accepted, the tenderer will be intimated of the same. On receipt of the intimation given to him by the Chief Mechanical Engineer, V.O.Chidambaranar Port Trust, Tuticorin-628 004, the successful tenderer should enter necessary agreement, in the prescribed form, in a stamp paper for a value of Rs.100.00(Rupees Hundred only) and the cost of which should be borne by the successful tenderer. The agreement in the prescribed form should then be signed by the contractor in due fulfilment of the contract.

The tenderer shall have office in Tuticorin / Tirunelveli District or shall arrange for opening the office before operation of the vehicles and the address of the office must be provided during tender or before signing the agreement. The tenderer shall be responsible for any violation of the provisions of the contract by him/her or the Driver.

23. INCOME TAX CLEARANCE:

Latest Income Tax Clearance Certificate /copy of PAN card should be produced along with the tender. The Income Tax payable on the contract amount at the approximate rates levied from time to time will be recovered from the bills of the successful contractor in accordance with the provisions of the income Tax Act of 1961 as amended from time to time

24. PAYMENT:-

At the end of each trip, the contractor shall submit a bill to the Executive Engineer, Mechanical Electrical and Engineering Department in **quadruplicate** (as may be prescribed in this regard) detailing his claims during the trip, for arranging payment. Payment will be made on trip basis.

25. COURT SUITS:-

No suits or any proceeding in regard to any matter arising in any respect under this contract shall be instituted in any court other than the city civil courts of Tuticorin. It is agreed to that no other court shall have jurisdiction to entertain any suit or proceedings, even though part of the cause of action might arise within their jurisdiction.

26. ARBITRATION:

There shall be no arbitration and the decision of the Chief Mechanical Engineer, V.O.Chidambaranar Port Trust/ Tuticorin-4, shall be final and binding in case of any dispute between the tenderer and the Port Trust during the currency of the contract or any time thereafter.

The Contract is liable for cancellation if either the contractor himself or his family members is found to be a person who has held any post under the Board of V.O.Chidambaranar Port Trust, without obtaining the prior permission of the Board or of the Chairman as the case may be.

27. ACCIDENTS & DAMAGES:-

In case of any accident caused to any person including the tenderer's or Port's workmen or damage to any property in the course of the execution of the contract, the tenderer will be solely responsible for payment of Compensation, Medical aid, etc. In case, the

tenderer fails to pay *the* compensation within a reasonable time, where the damage occurs within the Port area, the Port may settle the claims and arrange to recover the same from the tenderer. The tenderer shall be solely responsible for any accidents to his/her employees, Port's employees, or the public, from any cause whatsoever and he shall indemnify the V.O.C.Port Trust against any damage to property or injury to person resulting from any such accidents and shall take steps to properly insure against any claims. V.O.Chidambaranar Port Trust shall not have any connections whatsoever in this connection against any proceedings /actions by any Government /Departments of Governments, etc.

28. TAMIL NADU MOTOR VEHICLES RULES, 1989 :-

The tenderer's vehicles shall comply with all necessary rules and regulations under the Tamil Nadu Motor Vehicles Rules, 1989 during the contract period and must fulfill all the requirements of the Regional Transport Authorities in respect of R.C. book and updating / renewing the fitness certificate, insurance policy, permit and payment of road tax from time to time and attested Xerox copies shall be submitted to the Officer in charge of Vehicles' operation of this Port then and there for record during the period of contract. The contractor shall adhere all statutory requirements and follow Indian Act. The firm may obtain the letter from CISF for exemption from Toll Gates Charges but if not possible, the firm may claim Toll Gates charges extra on production of documentary evidence.

29. DUE DATE FOR SUBMISSION OF TENDER :-

The tenders should reach this office on or before **21/06/2019 upto 15.00 hours** and tenders will be opened at **15.30 hours** on the same day by the Chief Mechanical Engineer, V.O.CHIDAMBARANAR PORT TRUST or his authorized nominee (in the absence of Chief Mechanical Engineer) and in the presence of tenderers or their authorized representatives who wish to be present.

-Sd-

CHIEF MECHANICAL ENGINEER

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,
administers, representatives and assigns or successors in office)on the other part.

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

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

CONTRACTOR

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

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

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

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

Signed and sealed by

The Contractor in the presence of

Annexure

SPECIMEN FORM OF BANK GUARANTEE BOND (FOR PERFORMANCE SECURITY)

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

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

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

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.

**V.O.CHIDAMBARANAR PORT TRUST
MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT
TUTICORIN – 628 004
INDIA**



Name of Work: Hiring of 1 No 14T capacity Mobile crane and 1 No JCB on “as and when requirement basis” for attending routine maintenance work within the boundary of V.O.C.Port Trust for a period of one year.

PRICE BID

PRICE BID

Name of Work: Hiring of 1 No 14T capacity Mobile crane and 1 No JCB on “as and when requirement basis” for attending routine maintenance work within the boundary of V.O.C.Port Trust for a period of one year.

1	2	3	4
Sl. No	Description of work	Unit	Rate per unit
1	Hiring of 1No 14Ton lifting capacity Mobile crane on “as and when requirement basis” for a period of one year.	Rate per shift of 8 hrs	
2	Hiring of 1No JCB (Type: 3DX) with backhoe on “as and when requirement basis” for a period of one year.	Rate per hour	

Note:- In case of extension for one more year, the same rate indicated above in column (3) shall be applicable for the extended period with same terms and conditions in the schedule.

TENDERER’S SIGNATURE

NAME & ADDRESS /SEAL