

V.O.CHIDAMBARANAR PORT TRUST

MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT

TUTICORIN - 628 004



Tender Schedule

Name of Work: Supply & installation of AC units at VOCPT guest house HD-I and HD-II at Chennai under buyback scheme

V.O.CHIDAMBARANAR PORT TRUST
FORM OF AGREEMENT

This AGREEMENT made this _____ two thousand and thirteen, Board of Trustees of the V.O.Chidambaranar Port, 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, or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or successors in office) on the other part. WHEREAS the Board of Trustees of the V.O.Chidambaranar Port 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 has furnished a sum of Rs._____/ - (Rupees _____ only) 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 No.
 2. Instruction to Tenderers
 3. Terms and Conditions
 5. Annexes
 - 6.Schedule of Price
 - 7.Work Order No.
3. The contractor hereby convenience with the Board of trustees of V.O.Chidambaranar 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.Chidambaranar 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.Chidambaranar 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.Chidambaranar port.

Signed and sealed by

The Contractor in the presence of

V.O.CHIDAMBARANAR PORT TRUST
MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT

NIT NO.MEE/SE2E1/SDC/F.18(8)/2013/D.

Dated: .2013

NOTICE INVITING TENDER

Sealed tenders are invited by V.O.Chidambaranar Port Trust, Tuticorin from registered contractors in the Mechanical Engineering Department of VOCPT and those who may register during the tendering process and as stipulated in the tender document for the following work:

I	Name of work	Supply & installation of AC units at VOCPT guest house HD-I and HD-II at Chennai under buyback scheme
II	Estimate value of work	Rs.5,74,389/-
III	Earnest Money Deposit	Rs.11,490/-
IV	Cost of tender document	Rs.525/- (inclusive of 5% VAT) + Rs.100/- extra through post
V	Sale of tender document	24.10.2013 to 14.11.2013
VI	Last date & Time of receipt for receiving the tender.	Upto 1500 hrs. On 15.11.2013
VII	Opening of Tender	At 15:30Hrs on 15.11.2013
VIII	Period of completion of Work	One month
IX	Validity of tender	120 days from the last date fixed for receiving the tender.

2. Tender documents can be obtained from Cash Counter/office of the FA&CAO VOCPT on any working day between 1100 hrs and 1600 hrs during the dates indicated at Sl. No.V in para – 1, by paying the cost of tender document through cash receipt/ DD (payable to the FA&CAO/V.O.CPT drawn on any nationalised bank or scheduled bank and payable at Tuticorin). Those who intent to get the tender document by post shall remit the cost with an additional sum of Rs.100/- each to cover the postal charges through demand draft payable to the FA&CAO/V.O.CPT drawn on any nationalised bank or scheduled bank and payable at Tuticorin and send it to the FA&CAO/V.O.CPT.

3. Downloading tender schedule from Port web site: The tender documents can also be downloaded from Port web site a sum of Rs.525/- towards the cost of tender document shall be paid along with EMD by those who submit their tender by downloading the tender document from the Port web site failing which their offer will not be considered at all. The down loading of the documents shall be carried out strictly as provided on web site. No editing, addition /deletion of matter shall be permitted. If such action is observed at any stage such proposals are liable for out right rejection. The downloaded tender document has to properly bound, with all pages as per serial No. and submitted to the Port.

4. The tender document will not be issued to the tenderers who had litigation against the V.O.CPT if such tenderers submit the tender document downloaded from the web site, the same will not be considered and the amount paid towards the cost of document will not be refunded.
5. The tenders shall be accompanied by EMD for the amount specified at Sl.No.III of Para (1)above, in the form of Demand Draft drawn on any Nationalized or Scheduled bank having its branch at Tuticorin, in favour of the Financial Adviser & Chief Accounts Officer, V.O.Chidambaranar Port Trust, without which the Tender will not be considered. EMD in any other form will not be accepted.
6. The completed tender should reach CME/V.O.CPT, Tuticorin-628004 not later than prescribed time and date as in Sl.No.VI in Para-1 above. The tender will be opened on the last date of receipt of tenders at 1530 hrs in the presence of such of the tenderer who may wish to be present. The tender received after due date and time will be summarily rejected. The Port will not be responsible for the loss of tender document if any or for the delay on postal transit, Telegraphic offers will not be entertained.
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 found itself to accept the lowest tender.
8. This tender notice shall form part of the contract agreement.
9. The contractor should adhere the Employees State Insurance Act 1948 (34 of 1948)
 - a. If employment of 20 and above people are said to be deployed, the tenderer is to ensure that ESI Act provisions are complied with.
 - b. In case of deployment of less than 20 people, it is the tenderers responsibility to substantiate the said deployment and confirm to ESI Act requirements.
10. The Contractor should adhere EPF act

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CHIEF MECHANICAL ENGINEER

To

1. All Head of Departments/V.O.CPT
2. Superintending Engineer/ Elect/ Mech
3. CVO/V.O.CPT
4. Executive Engineer/PWD/Sivankoil Street, Tuticorin-2
5. Executive Engineer/TWAD Board, No.16, 19th Street Toovipouram, Tuticorin-628 003.
6. Executive Engineer/Highways, Ettayapuram Road, Tuticorin
7. Chief Engineer/TTPS/Tuticorin-4.
8. Notice Board

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 tenders in sealed covers from reputed firms with proven ability for “Supply & installation of AC units at VOCPT guest house HD-I and HD-II at Chennai under buyback scheme “

(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.

1. “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.
5. “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.
6. “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.
7. “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
8. “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.
9. “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.
10. “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.

11. "Schedules" referred to in these conditions shall mean the relevant schedule (s) annexed to the tender papers issued by Employer.
12. "Approved" means approved in writing including subsequent written confirmation of previous verbal approval and "Approval" means approval in writing including as aforesaid.
12. "A day" means a day 24 hours from midnight to the next midnight irrespective of the numbers of hours worked in that day.
13. "A week" means seven days without regard to the number of hours worked in any day in that week.
14. "A month" means month according to Gregorian Calendar.
15. "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
16. "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.
17. "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.
18. "Trust's Stores" means the storage yards for materials of the Trust any where in the harbour premises.
19. "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.
20. "Nominated Sub Contractor" means all specialists, merchants, tradesmen and other executing any special work or supplying any materials for which provisional or prime cost sums are included in the contract, who may have been or be nominated or selected or approved by the employer/ Engineer and shall be deemed to be employed by the contractor,
21. "Prime Costs" and "prime cost sum" means the amount actually paid by the contractor for any article, commodity or special work and shall include all proper charges for packing carriage, and delivery to site, after deduction of all trade discounts, rebates and allowances and the discount obtainable for cash in so far as such discount for cash exceeds 2 ½ %.
22. "Provisional sum or "Provisional Lump sum" means a "Lump sum " included by the Employer in the tender documents and shall represent the estimated value of work for which details are not available at the time of issue of tender .

23. "Provisional Items" means items for which approximate quantities have been included in the tender documents.

2. SALE OF TENDER DOCUMENTS:

The complete set of tender documents including forms, conditions of contract, work specifications, etc. will be issued on sale by the FA & CAO, V.O.Chidambaranar Port Trust, Tuticorin-628 004 **from 24.10.2013 to 14.11.2013** during working hours on submission of written application.

The tenderer shall be issued with one set of tender document on payment of Rs.525/- (Rupees five hundred and twenty five only) plus Rs.100/- extra for through post payable either in cash or through crossed Demand Draft on any nationalised/scheduled bank drawn in favour of the Financial Adviser & Chief Accounts Officer, V.O.Chidambaranar Port Trust, Tuticorin-628 004 payable at Tuticorin. The name and address of the tenderer shall be clearly marked in the application for issuing tender documents. The cost of tender documents will not be refunded under any circumstances.

Each tenderer will be issued with one copy of tender documents, marked original. The document comprised of general and special conditions of contact, work specifications and proforma for furnishing the technical proposals, tender schedules, proforma for furnishing qualifications and experience, etc.

3. SUBMISSION OF TENDER:

The tenderers shall submit their tender 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 15.11.2013**. 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 Office of the CHIEF MECHANICAL ENGINEER, 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.

4. EARNEST MONEY DEPOSIT:

Earnest Money : Rs.11,490/- (Rupees eleven thousand four hundred and ninety only). The EMD of Rs.11,490/- in the form of Demand Draft or Banker's Cheque drawn in favour of FA&CAO/V.O.CPT from any Nationalised/ Scheduled bank having its branch at Tuticorin.

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 . The Earnest Money Deposit should be enclosed along with tender. Whenever there is a delay in commencement of work, the EMD shall be forfeited.

5. PERFORMANCE SECURITY:

The contractor shall deposit an amount equal to 5% of the accepted tender value as Performance Security in the form of DD or Bankers' Cheque 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. The performance security will remain in force throughout the period of work, and will be refunded after completion of work. The contractor shall furnish the BG towards performance security by the issuing bank directly to the port. This will not bear any interest.

6. 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 amount being held in deposit as security for satisfactorily maintaining the works free from defects for a period of five years (Warranty and AMC period). If during this period any defects are notified which in the opinion of the Chief Mechanical Engineer are due to bad materials used and / or defective workmanship, the contractor shall be required to carry out at the contractor's cost, such repairs as the Chief Mechanical Engineer considers necessary or in the event of contractor failing to do this within a notified time, the Chief Mechanical Engineer may arrange for such repairs to be carried out and deducted the cost of such rectification of the defects from the amount retained without prejudice to the recovery of any amount that may have been spent in excess of this deposit. For the purpose of this clause, the period shall count from the date of handing over of the works by the contractor to the Chief Mechanical Engineer. The amount as stated above will not bear any interest.

7. TIME SCHEDULE:

The time allowed for the commencement of the work "Supply & installation of AC units at VOCPT guest house HD-I and HD-II at Chennai under buyback scheme " shall be 10 days from the date of issue of the work order and the work shall be completed within one month from the date of commencement of work.

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 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 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. 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 direct or with the principals and agents jointly as deemed appropriate.

11. WITNESS:

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

12. ALL PAGES TO BE SIGNED:

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

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

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

14. TRANSFER OF TENDER DOCUMENTS:

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

15. INCOME TAX, SALES AND SERVICE TAX:

- a. Payment of income tax: Income tax will be deducted at the rates as applicable from time to time. It is open to the contractor to make an application to the Income Tax Officer concerned and obtained from him a certificate authorising the department to deduct income tax at such lower rate or deduct no tax as may be appropriate to his case. Such certificate will be valid for the period specified there in unless it is cancelled by the Income Tax Officer earlier. The contractor shall furnish PAN details.
- b. VAT (Works Contract Tax)"- VAT will be recovered at the rates applicable from time to time on the contract value.
- c. Service Tax:- Service Tax as applicable will be recovered at the rates applicable from time to time for water, electricity, telephone and other services etc rendered by the Port.
- d. Executing Works Contract Service Tax:-

(I) The tenderer shall quote service tax if applicable on either of the following two options:-

Options	Present Rate of Service Tax and Edu.Cess thereon	Amount on which service tax is to be calculated	Amount of service Tax
1	2	3	4
1.Service tax on Gross amount charged as per tender less VAT paid on transfer of property in goods involved	4.944%		
OR			
2.Service tax on Gross amount charged as per tender less Value of transfer of property in goods involved	12.36%		

ii) The service tax shall be paid on submission of bills/ invoices as prescribed under service tax rules mentioning the full details regarding Name, Address, Service Tax Registration Number of the tenderer along with the description, classification and value of taxable services and service tax payable thereon.

16. OPENING AND ACCEPTANCE OF TENDER:

The sealed cover of the **tender will be opened at 15.30hrs, on 15.11.2013** 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 “Supply & installation of AC units at VOCPT guest house HD-I and HD-II at Chennai under buyback scheme” is subject to the legal jurisdiction of the local Courts of Tuticorin (Tamil Nadu) and no other Court other than Courts at Tuticorin (Tamil Nadu) 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 laborers / employees. Also the contractors shall given an undertaking for the good contract of their laborers / 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. EXTENSION OF TIME: -

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

28. COMPENSATION FOR DELAY:

If the contractor fails to complete the work in all respects within the time specified or within the extended time that may be allowed by the port as per clause 27, the contractor shall pay or allow the board to deduct a sum equivalent to 1% per week or part thereof on the total value of the contract subject to a maximum of 10% of the total value of contract as Liquidated or Ascertained damages and not by way of penalty, for every week or part thereof beyond the said period or extended period as the case may be during which the work shall remain unfinished. Such damages will be deducted from any money due or become due to the contractor. The payment of such damages shall not relieve the contractor of his obligations to complete the work or from any other of his obligations or liabilities under this contract.

During AMC period, the contractor has to attend the faults as early as possible. If the contractor fails to attend the minor faults within a two working days and major faults within a week, the payment for the particular AC unit for that quarter will not be made to the contractor. Also if the contractor was not attended the fault within the stipulated time, then the work will be carried out through external agencies and the cost thereof will be recovered from the AMC bill.

29. 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.

30. COMPLIANCE WITH ESI ACT & EPF ACT:

The contractor should adhere the Employees State Insurance Act 1948 (34 of 1948) and EPF Act.

- i If the contractor is likely to employ more than 20 employees, the contractor should have obtained ESI code. Further the contractor should submit the ESI code number and confirm the payments made by them.
- ii If the contractor employs less than 20 employees, the contractor should give the list of employees to be deployed by them. The said contractor should have to pay them employer and employee contribution to ESI in the code of VOCPT otherwise payment to contractors will be with held.
- iii If the contractors failed to comply with the above directions, the principle employer i.,e PORT TRUST will recover the amount from the contractors bill and make payment to ESI.

31. COMPLIANCE WITH EPF ACT:

The contractor should adhere to EPF Act, 1952.

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

2. Rate quoted in BOQ (Price bid) shall not include EPF component. The claim for EPF component shall be admitted as per actual on submission of documentary proof of payment made to EPF authorities along with full details of manpower deployed and calculation of contribution.

SPECIAL CONDITIONS

1. The work shall be carried out in all respects with workmanship and materials of the best substantial and approved quality to the entire satisfaction of the Engineer who may reject any plant/ apparatus, materials, workmanship which shall in his opinion be defective in quality and such rejection will be final and conclusive. The contractor shall at his own expenses provide all materials labour haulage, saver tools and plants in manner of aforesaid qualified craftsman in the trade shall be employed.
2. The contractor shall make good at his own expense all defects due to faulty design materials or workmanship on the part of the contractor during the period of one year from the date of which the work is certified by the Engineer to have been brought to beneficial use. Any defects noticed in the installation during a period of one year from the date of commissioning shall be attended and rectified by the contractor at free of cost. The due portion of the security deposit relating to works will be refunded after the expiry of this maintenance period.
3. The quantity given in the schedule is only approximate. The quantity given in the schedule may vary as per site condition. The contractor shall execute the additional quantity if required, with the approval of Engineer. The payment will be made as per actual
4. The work should be carried out to the entire satisfaction of the Engineer in charge. If the work is not upto the performance the work order is liable for cancellation.
5. The period of completion stipulated is the essence of contract. However, effort may be taken to complete the work as expeditiously as possible before the period of date of completion.
6. The extra civil works like making hole jumpering, chipping, plastering and GI pipes wherever necessary will have to be done by the contractor.
7. The materials should be transported to the workspot by the contractor at his own cost and risk.
8. No increase in rates will be permitted on account of escalation of price, additional duty, Tax etc. Towards the procurement of bought out items that have to be used in the work.
9. 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 of the contractor.
10. The contractor shall survey the site to assess the exact quantity of cables required for the works failing which the excess cables if any on completion of work shall be taken back and if there is any shortage of cables, the contractor shall supply additional cables required for the work at the same cost quoted in the agreement. In the survey itself the loops to be provided and the route of the cables shall be arrived with Engineer in charge of work / his authorised representative.

11. Make of the material:
As specified in the price schedule.
12. The supply of materials on Sunday and holidays generally shall not be allowed.
13. Every day the work shall be carried out in the presence of authorized technical representative of the firm.
14. The contractor shall make his own arrangement for ladder, scaffolding , tools, labour transport of materials required for the work during the execution of work.
15. The contractor shall furnish the full personal particulars of their labourers/employees. Also the contractors shall give an undertaking for the good conduct of their labourers/employees inside port area.
16. The contract labourers/employees shall display their identity card or possess on them while inside the port area.
17. The contractor shall allow his labourers the Government notified national and local festival holiday and also such closed holidays for the Port declared by the employer and also have due regard to local religious and social customs in respect of labourers employed by him.
18. If water is required for the above work, the contractor should make his own arrangements of water at his own cost from outside.
19. Every precautions shall be taken by the Contractor to prevent air and water pollution resulting from the operation as per the requirement of appropriate authority. The hazardous waste shall be disposed off only to the genuine processors having requisite approval on accordance with implementation of Hazardous waste Rule 1989 notified under Environmental Act, 1989 and rules regulations made their under from time to time.

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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. Service Tax will be paid extra under production of documentary evidence.
3. **Payment Terms: Payment to the Contractor will be made on satisfactory completion of works assigned. The AMC bill will be made on quarterly basis. The mode of payment is through e-payment. Hence the tenderer shall furnish the Bank Account Number for payment**
4. Inspection: The work done will be inspected by Port officer in charge.
5. Right: The Port reserves the right not to award the work to the lowest bidder. The Port reserves the right to cancel any/all the tender(s) without assigning any reason. The Port also reserves to split and award the work to two or more contractors. The Port's decision in any of the matter(s) is final and binding on each other. If the works are not carried out in satisfactory manner, the work order will be cancelled by the Port.
6. Damage : Any damage is caused to Port equipments while carrying out the works, it should be attended to by the tenderer at his own cost.
7. Accidents: Any accidents including death caused to the contractor or workers during course of execution of work or elsewhere will be taken care by the contractor(s) themselves and Port is in no way responsible for the same. The port is not responsible for any loss of life or damage or theft of materials. All the materials should be kept in the safe custody of the contractor.
8. Third Party Insurance:- Before commissioning of execution of works the contractor shall ensure against any damage, loss or injury which may occur to any property including that of the Tuticorin Port Trust or to any person including any employee of the Tuticorin Port Trust by or arising out of the execution of the works in carrying out of the contract.
9. Contract Labour Act: The contractor shall comply with all necessary rules and regulations of the contract labour (Regulation abolition) Act 1970 and 1971.
10. Transport: The transport facilities for men will not be provided by the port.
11. Safety measures: Necessary safety measures are to be taken for the work by the contractor.
12. General : The work is required to be done with high quality.
13. Entry into Port: Admission into the port is regulated by passes and the contractor shall make his own arrangements to get passes.
14. Disputes: If any disputes or difference of any kind whatsoever arises, the decision of the Chief Mechanical Engineer shall be the final.
15. The firm has to carry out the AMC work as per the schedule mentioned in the 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 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 Engineering Department, V.O.Chidambaranar Port Trust certified that the terms and condition of the said Agreement have been fully and properly carried out by the said contractor's and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing within three months from the date of expiry of the validity of the Guarantee period we shall be discharged from all liability under this Guarantee thereafter provided further that the Bank shall at the request of the Port but at the cost of Contractor(s) renew or extend this Guarantee for such further period or periods as the Port may require.

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 form

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	PAN No	
11	Service Tax Registration No	
12	IFSC Code No – Bank code	
13	TIN No (Tax payers Identification No)	
14	VAT TIN No	

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

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CHIEF MECHANICAL ENGINEER

MAINTENANCE SCHEDULE FOR THE COOLING EQUIPMENT

1. Quarterly servicing/maintenance work will comprise the following:
 - i) cleaning the filter pads once in a month
 - ii) checking of wiring
 - iii) cleaning the unit after removing the grills
 - iv) checking the cooling fan, cleaning the blades and lubrication
 - v) Running the compressor and checking the load current and voltage on no load and load.
 - vi) checking the front vibration and rear condenser grills
 - vii) checking the thermostat and measuring the temperature
 - viii) Tinkering and painting the rusted portion of each unit where ever necessary during every month or quarterly and painting the entire unit including the outer shell at least once in a year. Color and quality paints should be approved from Port authority before painting.
 - ix) Gas charging
 - x) Water servicing once in every month / once in every three months
2. Replacement: The defective components including compressor shall be replaced by new one of the same specification and make.
3. Transport: Transportation of any equipment from the Port premises to your workshop & vice versa for attending repairs, when it become necessary shall be done at your cost.
4. The maintenance work should be carried out in the presence of the concerned officials or their authorized representative of the Port.
5. The defective equipment has to be reconditioned immediately. The equipment taken to your workshop for attending major repairs should be brought back in good working condition within seven days. Failing the above, substitute equipment of similar make & capacity by your own arrangements should be put up in service till the departmental equipment is refixed. In case of either the equipment at your own is not fixed within the stipulated period the payment for the departmental equipment under repair for more than seven days will not be made for that month or quarter respectively.
6. The contractor should submit a quarterly service report for each equipment in duplicate after the completion of quarterly service. The model of the service report is enclosed herewith.
7. Every three months a general water service should be done in the cooling equipment on the outside security wall and every month inside the security wall.
8. The contractor should also carry out the maintenance works on the equipment for the extended period of if any.
9. All the debris that might be accumulated during course of execution of work is to be removed, transported and dumped in suitable places, outside the VOC Port trust Guest house campus.

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CHIEF MECHANICAL ENGINEER

V.O.CHIDAMBARANAR PORT TRUST
MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT
ELECTRICAL DIVISION - I



Tender Document
Price Bid - Cover No.II

Name of the Work: Supply & installation of AC units at
VOCPT guest house HD-I and HD-II
at Chennai under buyback scheme

V.O.Chidambaranar Port Trust
Mechanical and Electrical Engineering Department
Electrical Division - I

Tender Number : MEE/SE2E1/SDC/F.2(13)/2013
Name of Work : Supply & installation of AC units at VOCPT guest house HD-I and HD-II at Chennai under buyback scheme
Place of work : VOCPT guest house HD-I and HD-II at Chennai

PRICE SCHEDULE

Sl. No	Description of work	Qty	Unit	Rate/ Unit	Total Amount
1	Supply, installation, fixing and commissioning of 5 star rating model 2Ton capacity split AC unit with cordless remote suitable for operating in 230V+/-10% 50Hz AC single phase supply with copper cooling pipes for indoor and outdoor units along with supply, installation, fixing and commissioning of 5 KVA voltage stabilizer (Wall mounting type) including supporting stand for outdoor unit (Make : Carrier/O General/York/Panasonic/LG/Hitachi) Guarantee/Warranty period : One year for entire unit & five year for compressor unit	10	set		
2	Comprehensive AMC charges for 10 Nos. of 2 Ton split AC units And 1 No. of Refrigerator (230 Liters, 5 years old) of as per the maintenance schedule enclosed below				
	First year				
	Second year				
	Third year				
	Fourth year				
	Fifth year				
3	Less buy back for 10 Nos of 2 Ton Split AC units (Make : Samsung) installed on 15.03.2008, available at VOCPT guest house HD-I and HD – II near Chennai Port Guest House.		LS		
	Total amount				

(Rupees _____ only)

Note:- Service Tax will be paid only on production of documentary evidence and kindly mention the service tax in the table below.

EWC service Tax:

(I) The tenderer shall quote service tax if applicable on either of the following two options:-

Options	Present Rate of Service Tax and Edu.Cess thereon	Amount on which service tax is to be calculated	Amount of service Tax
1	2	3	4
1.Service tax on Gross amount charged as per tender less VAT paid on transfer of property in goods involved	4.944%		
OR			
2.Service tax on Gross amount charged as per tender less Value of transfer of property in goods involved	12.36%		

ii)The service tax shall be paid on submission of bills/ invoices as prescribed under service tax rules mentioning the full details regarding Name, Address, Service Tax Registration Number of the tenderer along with the description, classification and value of taxable services and service tax payable thereon. The service Tax payment will be made against documentary evidence.

(Rupees _____ only)

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CHIEF MECHANICAL ENGINEER