



வ.உ.சி துறைமுக ஆணையம்  
वी.ओ.सी पत्तन प्राधिकरण  
V.O.C Port Authority

**V.O.CHIDAMBARANAR PORT AUTHORITY**  
**(MECHANICAL & ELECTRICAL ENGINEERING**  
**DEPARTMENT)**

E-TENDERING

**TENDER DOCUMENT FOR**

**Name of Supply: Procurement of 3 Nos. of transit lights for night and day navigation of ships**

**Tender No.: MEE-SE-DMM-3735-2024**

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TENDERS WILL BE DOWNLOADED ONLINE FROM **04/06/2024 to 25/06/2024** (UP TO 15:00 HOURS) & COMPLETED TENDERS ARE TO BE SUBMITTED ONLINE ON OR BEFORE 15:00 HOURS ON **25/06/2024** AND TENDER WILL BE OPENED AT 15:30 HOURS on **26/06/2024** .

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**The Chief Mechanical Engineer**  
**Mechanical & Electrical Engineering Department,**  
**V.O.Chidambaranar Port Authority,**  
**TUTICORIN – 628004**  
**Phone: 0461-2352270**  
**Fax: 0461 - 2354274**  
**Email: [cme@vocport.gov.in](mailto:cme@vocport.gov.in)**

**V.O.CHIDAMBARANAR PORT AUTHORITY**  
**MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT**

**To**

The interested experienced and reputed Bidders;

**Dear Sir,**

V.O. Chidambaranar Port Authority (VOCPA), Tuticorin is one of the 13 major ports in India. VOCPA is planning to “Procure 3 Nos. of transit lights for night and day navigation of ships” and hence this e-tender is invited. Your best techno-commercial responsive, competitive offer is requested for the subject procurement as briefed below:

1	Name of Supply	Procurement of 3 Nos. of transit lights for night and day navigation of ships
2	Tender No	MEE-SE-DMM-3735-2024
3	Date of floating Tender	<b>04/06/2024</b>
4	Last Date & time of Submission of Bid	<b>25/06/2024 at 15:00 hours</b>
5	Earnest Money Deposit	<b>Rs.27,000/-</b> (Rupees Twenty Seven Thousand only) The bidder other than an MSE Unit should pay the EMD through online payment gateway mode in CPP E-tendering Portal. Otherwise, his/her/their tender will be rejected. EMD in the form of cash/Demand Draft or any other form shall not be accepted. The MSEs are required to furnish relevant valid Certificate for claiming exemption. This valid certificateshall be uploaded in the Bid, failing which the TechnicalBid shall not be evaluated.
6	Tender Inviting Authority	Chief Mechanical Engineer/VOCPA

The Bidder shall submit his bid in Central Public Procurement Portal (e Procurement) at <https://etenders.gov.in/eprocure/app> by following the procedure. Non-submission of bid along with relevant documents shall lead to rejection of the tender.

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**Contact person:**

1. The Chief Mechanical Engineer  
Mechanical & Electrical Engineering Department,  
V.O.Chidambaranar Port Authority,  
Tele: 0461-2352270  
Fax : 0461 – 2354274  
Email: [cme@vocport.gov.in](mailto:cme@vocport.gov.in)
  
2. The Deputy Chief Mechanical Engineer  
Mechanical & Electrical Engineering Department,  
V.O.Chidambaranar Port Authority,  
Tele: 0461-2352666  
Mob: 9556050300  
Email: [niharranjanbhoi@vocport.gov.in](mailto:niharranjanbhoi@vocport.gov.in)
  
3. The Superintending Engineer (M&E),  
Mechanical & Electrical Engineering Department,  
V.O.Chidambaranar Port Authority,  
Tele: 0461-2372207  
Mob: 9486983879  
Email: [aravinthan.t@vocport.gov.in](mailto:aravinthan.t@vocport.gov.in)
  
4. The Deputy Materials Manager,  
Mechanical & Electrical Engineering Department,  
V.O.Chidambaranar Port Authority,  
Tele: 0461-2372224  
Mob: 8489417561  
Email: [rajasoris@vocport.gov.in](mailto:rajasoris@vocport.gov.in)

Thanking you

Yours Sincerely,  
**Chief Mechanical Engineer**  
**V.O. Chidambaranar Port Authority**

## **NOTICE INVITING TENDER (NIT)**

1. V.O. Chidambaranar Port Authority invites electronic tenders (Two Cover System) from eligible bidders for the “Procurement of 3 Nos. of transit lights for night and day navigation of ships”.
2. A complete set of Tender documents may be downloaded by any interested bidders from e-Tender web portal <https://etenders.gov.in/e procure/app>.
3. Salient features of the bid:

Tender No.	MEE-SE-DMM-3735-2024
Tender Type	Open online tender
Tender Inviting Authority	Chief Mechanical Engineer, VOCPA
Address	V.O. Chidambaranar Port Authority, Harbour Estate, Tuticorin – 628 004, Tamil Nadu
Contact Details & e-mail	Tel. off: 0461-2352270, Fax: 0461-2354274 cme@vocport.gov.in
Brief Description	Supply of 3 Nos. of transit lights for night and day navigation of ships as per technical specifications
Estimated Cost put to tender	Rs.13,50,000/- plus GST
EMD	<b>Rs.27,000/- (Rupees Twenty Seven Thousand only)</b> The bidder other than an MSE Unit should pay the EMD through online payment gateway mode in CPP E-tendering Portal. Otherwise his/her/their bid will be rejected. EMD in the form of cash/Demand Draft or any other form shall not be accepted.  The MSEs are required to furnish relevant valid Certificate for claiming exemption. This valid certificate shall be uploaded in the Bid, failing which the bid shall not be evaluated.
Delivery Period	Within Three Months from date of issue of supply order
Guarantee Period Warranty Period	Three Years from date of acceptance of supply

Downloading of Tender documents start date	<b>04/06/2024</b>
Downloading of tender document end day	<b>25/06/2024</b> upto 15:00 hours
Bid Submission end date & time	<b>25/06/2024 at 15:00 hours</b>
Bid opening date	<b>26/06/2024 at 15:30 hours</b>
Bid Validity period	120 days from the date of opening of Tender
Currency of Contract	INR
Language of Contract	English

4. Bidders fulfilling following eligibility / pre-qualification criteria may participate in the tender:

**a) Financial Capability:**

Average Annual financial turnover during the last three years, ending 31st March of the previous financial year, should be at least 30% (Thirty per cent) of the estimated cost. The details shall be furnished by the bidder in the **Form III of Annexure A**.

**b) Similar Work Past Experience:**

The bidder should have successfully completed similar supply of materials (s) as detailed below during the last three years from the previous month of date of publication of the NIT with either of the following in any Central / State Government / Autonomous bodies / PSEs / PSUs / Public Limited or Private Limited Companies, etc.

- i) Three similar completed services each costing not less than the amount equal to 40% (Forty per cent) of the estimated cost.  
(or)
- ii) Two similar completed services each costing not less than the amount equal to 50% (Fifty per cent) of the estimated cost.  
(or)
- iii) One similar completed service costing not less than the amount equal to 80% (Eighty per cent) of the estimated cost.

**“Similar work”** shall mean Supply of transit lights for night and day navigation of ships or Navigational lights/ marine LED lantern/ marine Beacon light/ navigational lantern

Copies of supply order(s) & respective satisfactory completion(s) / performance certificate(s) must be furnished in support of meeting similar experience. In case of experience other than Central / State Government / Autonomous bodies / PSEs/PSUs/ Public Limited Companies, the bidder has to submit TDS certificate for the past experience, only then the experience will be considered.

The above said details shall be furnished by the bidder in the **Form IV of Annexure A**.



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## **INSTRUCTION TO BIDDERS**

### **1. TENDER NOTICE:**

- 1.1. Electronic Tenders (Online) are invited in the “**TWO COVER**” system on behalf of **V.O.CHIDAMBARANAR PORT AUTHORITY (VOCPA)** from interested, reputed and experienced eligible bidders for the work as mentioned in the **Notice Inviting Tender (NIT) Section-I**. The bidder must fulfill the eligibility criteria and other requirements stipulated in the bid document.
- 1.2. Bid document having all details are available at the URL of the e-Tender web portal <https://etenders.gov.in/eprocure/app> or at the Port website [www.vocport.gov.in](http://www.vocport.gov.in) for downloading during the period specified in the **NIT** . The completed bid documents are required to be submitted only through online (e-mode) offered on the e-Tender web portal <https://etenders.gov.in/eprocure/app>. Bids in any other manner will be rejected, and no correspondence on such matter will be entertained. No bids shall be accepted off-line.

### **2. PARTICIPATING IN THE TENDER IN THE E-PROCUREMENT PORTAL:**

- 2.1. The intending Bidders are required to register on the e-Tender web portal <https://etenders.gov.in/eprocure/app> (If not already registered) by clicking “Online Bidder Enrollment” option in order to obtain user-id and password and then to activate their respective user-id by using Digital Signature Certificate (Class-III). The bidders will have to accept, unconditionally, the online user portal agreement which contains all the terms and conditions of NIT including commercial and general terms and conditions and other conditions, if any, along with an online undertaking in support of the authenticity of the declarations regarding facts, figures, information and documents furnished by the bidder online; The bidder shall visit the homepage of the e-tender portal for getting information to be followed for bidding in the e-tender portal.
- 2.2. Any prospective bidder can view or download the bid documents from the e-Tender web portal <https://etenders.gov.in/eprocure/app> during the period as indicated in NIT / home page of portal.
- 2.3. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-Procurement process, the Tender Inviting Authority shall not accept any responsibility for such failures or breakdowns other than in those systems strictly within their own control.

### **3. ELIGIBLE BIDDERS:**

- 3.1. All eligible bidders meeting the eligibility criteria as defined in **NIT** can participate in the tender.
- 3.2. Bidder means any eligible person or firm or company; Please refer Special Condition of Contract (SCC) for applicability of Joint Venture / Consortium.
- 3.3. Bidders who have been nonperforming /debarred / blacklisted by any Purchaser / Employer / Client at the time of bidding shall not be allowed to participate in this tender.

**4. COST OF BIDDING:**

The Bidder shall bear all costs associated with site visit(s), pre-bid / post bid conference(s), preparation and submission of his Bid, opening of price bid and VOCPA will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

**5. PRE-BID MEETING (Deleted)**

A pre-bid meeting, if any, will be conducted on the date, time and place as specified in NIT at V.O.Chidambaranar Port Authority, Tuticorin. Interested bidders can participate in the pre-bid meeting.

**6. UNDERSTANDING AND CLARIFICATION ON BIDDING DOCUMENTS:**

A prospective bidder requiring clarification regarding discrepancies or omissions in the tender documents or in doubt as to the true meaning of any part, may send queries at once in writing/email / through e-tender portal, provided the queries are raised during the period as mentioned in the NIT / home page of portal. Any queries received after the due date shall not be considered and no reply to such queries will be given. Reply to queries shall be given by VOCPA only if the queries requested for are considered appropriate by VOCPA. Verbal clarifications and information given by the VOCPA or his employee(s) or his representative(s) shall not in any way be binding on the VOCPA.

**7. AMENDMENT TO BID DOCUMENTS:**

- 7.1. At any time prior to the due date & time of opening of bids, VOCPA may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents, bidding process, terms & conditions, specifications, etc. by issuing Corrigendum and/or Addendum.
- 7.2. Any Corrigendum and/or Addendum thus issued shall be part of bidding documents and shall be notified only on the web portal <https://etenders.gov.in/eprocure/app>. Bidders intending to participate in the tender shall be solely responsible for checking the portal for any amendment issued in the shape of Corrigendum and/or Addendum.
- 7.3. In order to afford prospective bidders reasonable time to take the amendment into account in preparing their bids, VOCPA may, at its discretion, extend the deadline for the submission of bids.

**8. BIDDER'S RESPONSIBILITY:**

**8.1 Contacting VOC Port Authority:**

Bidder shall not contact VOC Port Authority on any matter relating to its Bid from the time of the Bid Opening to the time the contract is awarded. Any effort by any Bidder to influence VOC Port Authority in the Bid Evaluation, Bid Comparison, or Contract Award decision shall result in disqualification of the bidder.

**8.2 Undertaking By the Bidders:**

i)The Bidder undertakes, if his tender is accepted, has to enter into and execute when called upon to do so, a Contract Agreement as provided in **Annexure B** with such modifications as agreed upon. Until the formal Contract Agreement is prepared and executed, this tender/bid





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**11. BID VALIDITY:**

- 11.1. The bids shall be valid for a period of 120 days from the date of opening of Tender.
- 11.2. During this period, the bidder shall not be permitted to withdraw or vary their offers, once made and if they do so, earnest money deposit EMD paid by the bidder will be forfeited.
- 11.3. In exceptional circumstances, prior to the expiry of the original time limit, the “Tender inviting Authority” may request the bidders to extend the period of validity for a specified additional period. The request and the bidders’ responses shall be made in writing or by e-mail. A bidder may refuse the request without any risk of forfeiture of Bid Security (EMD).
- 11.4. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid for the period of the extension.

**12. BID CURRENCIES:**

The prices shall be quoted in the currency of Indian Rupees only. The price quoted in the currency of Indian rupees in the ‘Price Schedule’ shall be firm and shall not be varied on account of exchange rate fluctuation during the bid validity/contract period.

**13. BID SECURITY/ EARNEST MONEY DEPOSIT (EMD):**

- 13.1. The Bidder shall furnish, as part of its bid, a bid security (EMD) for the amount stipulated in the NIT.
- 13.2. Any bid not accompanied by prescribed bid security shall be rejected by the VOCPA as being non-responsive.
- 13.3. All bidders other than an MSEs should pay the EMD through online payment gateway mode in CPP e-tender web Portal. Otherwise, his/her/their tender will be rejected. The bidders may follow the instructions and guidelines in Bidders Manual Kit - Open Source Software Link available in <https://etenders.gov.in/eprocure/app?page=BiddersManualKit> &service =page for making Online Payment Procedure (Bidder Manual for Online Payment in e-Procurement Portal (Tender Fee, EMD & others)).
- 13.4. The bid securities of unsuccessful bidders will be returned at the earliest after expiry of the final bid validity period and latest by 30th day after the award of contract.
- 13.5. A bidder’s bid security will be forfeited if the bidder:
  1. Withdraws or amends its / his bid;
  2. Impairs or derogates from the tender in any respect within the period of validity of the tender;
  3. If the bidder does not accept the correction of his bid price during evaluation;
  4. If the Bidder submits fraudulent documents and / or wrong information in support of it’s eligibility / qualification
  5. In case of any bidder found indulged in corrupt, fraudulent, coercive, undesirable and restrictive practices during the bidding process and
  6. If the successful bidder fails to sign the contract or furnish the required performance security within the specified period.

- 13.6. No interest shall accrue or is payable on the EMD from the date of its remittance till it is returned to the bidders.
- 13.7. Bid security shall be refunded to the successful bidder on receipt of a performance security and signing of contract. Bid security of the successful bidder may be adjusted against Security Deposit if requested by the successful bidder.
- 13.8. If successful bidder on award of contract fails to sign the contract or to submit a performance security within the specified period, EMD will be forfeited, and the bidder will be suspended for a period of 3(three) years from being eligible to submit Bids for contracts with VOCPA.
- 13.9. The MSEs are exempted from payment of Bid Security subject to furnishing of relevant valid Certificate by uploading the said valid certificate copy at the time of submission of their bid along with the details duly filled in as per **Form-IIB**. MSE bidders claiming exemptions from EMD as per MSME guidelines must also register Udyam Registration Certificate indicating URN (Udyam Registration Number) issued from MSME, in order to avail the benefits available to MSEs as contained in Public procurement policy.

14. **DOCUMENTS COMPRISING THE BID:**

The bidder is required to download all the documents for the preparation of his bid. The bidders are strongly advised to examine all the instructions, forms, terms, and specifications in the Tender/Bid documents. It is bidders risk & responsibility to furnish all the information required by the Tender/Bid Document or submission of a Bid techno-commercially responsive, in every respect.

The bidder shall carefully prepare the list of required documents that are asked for submission along with the bid. The bid shall be a Technical bid or Techno-Commercial bid and financial bid. The bid shall be prepared as under and uploaded the same online through E-Procurement Portal in two cover system and digitally signed by the authorized representative of the bidder as follows:

**Cover A – Techno-Commercial Bid:**

1. Scanned copy of system generated proof towards successful payment of EMD along with filled in **Form-IIA** or Valid Certificates by MSEs for claiming exemption along with filled in **Form-IIB**.
2. Eligibility information with regard to “Similar Past Experience” as below:
  - a. Scanned copy of filled in **Form-IV** with regard to experience (Supply order with detailed BOQ and satisfactory completion/ performance certificate) to meet similar experience as per the eligibility criteria indicated in the NIT
  - b. Scanned copy of satisfactory completion/ performance certificates as per **Form-IV A**
  - c. Scanned copy TDS certificate as per **Form- IV B** in case of bidders submitting satisfactory completion/ performance certificate for supply carried out in non-Government organizations/ Private organizations.
3. Eligibility information with regard to Financial Capability as below:



*Tender Inviting Authority. The NIT, corrigendum/ addendum published by Tender Inviting Authority need not be uploaded and will be deemed to be part of the bid. Bid documents may be scanned with 100dpi with black and white option which helps in reducing size of the scanned document.*

**Cover B – “Financial Bid”** shall comprise

1.0 Price Schedule

## **16.1 Price proposal by the bidder:**

16.1.1 In the E-Procurement Portal, an intelligent Price Schedule / Bill of Quantity in Microsoft Excel format shall be made available to the bidder.

16.1.2 The bidder shall bid for the whole works as described in the Price Schedule.

16.1.3 The bidder shall be deemed to have satisfied himself/herself as to the correctness and sufficiency of the Tender and the rates and prices quoted in the Price Schedule, all of which shall cover all his/her obligations under the Contract and all matters & things necessary for the proper execution and completion of the work and the remedying of any defects therein.

**16.2** Bidders shall submit offers that fully comply with the requirements of the Tender documents. Conditional offers or alternative offers will not be considered in the process of bid evaluation.

## **17 FORMAT AND SIGNING OF BID:**

**17.1** The bidder shall upload the completed bid at his/her convenience within the final date and time of submission. The bidder shall only submit a single copy of the required documents and Price Bid in the portal. The Bidders are advised to upload the completed Bid document well ahead of bid closure time to avoid any last-moment problem of power failures, network failure, etc. VOCPA shall not be responsible in any manner.

**17.2** The bidder shall ensure the correctness of the bid prior to uploading and also ensure clarity/legibility of the document uploaded by him/her to the portal, especially the scanned documents. Non-submission of legible documents may render the bid non-responsive. However, VOCPA, if so desires, can ask for legible copies or original copies of scanned documents and statements uploaded in the portal within the specified period for verification provided such document in no way alters the Bidder’s price bid. If the Bidder fails to submit the original documents within the stipulated date, his bid shall be considered nonresponsive.

**17.3** The bidder shall digitally sign on all the statements, documents, certificates uploaded by him/her in support of the **Pre-qualification and Responsiveness of the bid**, owning responsibility for their correctness/ authenticity. The bidder must note that misrepresentation of facts and/or submission of fraudulent documents or submission of bid in an irresponsible manner may disqualify the bidder from participating in any tender of VOCPA and also termination of any other ongoing contracts with forfeiture of the Security Deposit. VOCPA reserves the right to verify the authenticity of the documents/information submitted by the bidder.

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**18 DEADLINE FOR SUBMISSION OF THE BIDS:**

- 18.1** The online bidding will remain active till the last date and time of the bid submission. Once the date and time (Server date and time) are over, the bidder will not be able to submit the bid. The date & time of bid submission should remain unaltered even if the specified date for the submission of bids declared a holiday for the VOCPA.
- 18.2** The Tender Inviting Authority/ VOCPA may extend the deadline for submission of bids by issuing an amendment in accordance with **Clause No.7.3** of this Section, in which case all rights and obligations of the VOCPT and the bidders previously subject to the original deadline will then be subject to the new deadline. The new date after extension shall be available on the Tender portal.

**19 LATE BIDS:**

The system shall reject the submission of any bid through the portal after the closure of the receipt time. For all purposes, the server time displayed in the e-procurement portal shall be the time to be followed by the bidder and concerned officers.

**20 MODIFICATION AND WITHDRAWAL OF BIDS:**

- 20.1** In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system, including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system, and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc. If the bidder fails to submit his/her modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.
- 20.2** In the E-Procurement Portal, withdrawal of bids is allowed. But in such a case, the bidder has to write a confidential letter with appropriate reasons for his/her withdrawal addressed to the Tender Inviting Authority and upload the scanned document to the portal in the respective bid before the closure of submission. The system shall not allow any equipment withdrawal after the expiry of the closure time of the bid.

**OPENING AND EVALUATION**

**21 BID OPENING:**

- 21.1** Bid opening dates are specified during the publishing of tender or can be extended vide corrigendum. These dates are available in NIT / Corrigendum as well as the home page of the portal.
- 21.2** If the specified date of bid opening is declared a holiday for VOCPA, the bids shall be opened at the appointed time on the next working day.
- 21.3** If the required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption, bid will not be for techno-commercial evaluation.
- 21.4** The Cover A – Techno-commercial Bid containing the techno-commercial documents listed in the Pre-Qualification and Responsiveness Information in **Annexure A** and any other documents uploaded by the Bidders as required for bidding purpose will be opened through

online on the scheduled date and time in the presence of such bidders and/or their authorised representatives, who wish to be present at the time of opening, at their own cost.

- 21.5** The Price bid of the shortlisted bidders i.e., technically qualified bidders will alone be opened by the Port on a date and time to be notified later.

## **22 CLARIFICATION ON BIDS:**

During evaluation and comparison of the bids, the VOCPA may, at his discretion, ask the bidder for clarification on the bid. The request for clarification shall be given in writing by registered/ Speed Post/Registered e-mail/uploaded on the e-procurement Portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered, or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. (Example: if the Permanent Account Number, *registration with GST* has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a work /supply order without its completion/ performance certificate, the certificate can be asked for and considered. However, no new work supply/work order should be asked for so as to qualify the bidders.

## **23 EVALUATION & COMPARISON OF BID:**

### **23.1 Evaluation of Techno-Commercial Bid:**

In evaluation of the techno-commercial bid, conformity of the eligibility/ qualification, technical and commercial conditions to those in the bid document is ascertained. Additional factors, if any, incorporated in the tender documents may also be considered in the manner indicated therein. A responsive tender is one which inter-alia confirms to all the terms and conditions including general and special conditions of the entire bid documents without any deviation or reservation and the same shall be determined as described below:

- i) The documents uploaded by the bidder as specified in **Form IV** read with **Section II, Clause 16.2.2**), will be evaluated basing on the performance certificate / work completion certificate of similar nature of the work and value of the work fulfilling the eligibility criteria.
- ii) The financial capability will be evaluated based on the information provided in **Form III of Annexure A** read with **Section II, clause 16.2.3**).
- iii) After scrutiny of the documents uploaded in the **Cover A – Techno-commercial Bid**, the eligible bidders will be pre-qualified based on the details provided by them.
- iv) The Port may verify the original documents of the scanned copies uploaded by the Bidder during evaluation or at any time, if required. In case the documents submitted by the bidders found to be forged/ false, the port will take appropriate penal action including cancellation of the work order issued and blacklisting of the firm/ company for a period of 3 years.









E	Type of Account	Savings Account
F	Beneficiary's Name	FA & CAO, V.O.Chidambaranar Port Authority, Tuticorin

The successful bidder may also submit the performance security in the form of Insurance Surety Bond.

Performance Security is to be furnished within 15 days from the date of issuance of Letter of Acceptance/ Award or Supply Order towards successful performance of the Contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including warranty period. However, the Engineer may relax the time limit of 15 days for submission Performance Security and extend it by further period of 10 days in extraordinary circumstances for the reasons recorded. If the performance Security is not deposited in time as prescribed above, the LOA shall stand cancelled automatically and the Earnest Money Deposit will be forfeited, and action shall be initiated as per **Clause No. 15.8 of ITB**

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, ***shall be in compliance with for a digital confirmation for the Bank Guarantee and the BG not complying with this shall not be considered.***

The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Works including warranty period and remedied any defects. If required, the Contractor shall extend the validity of the Performance Security accordingly.

The performance security will be forfeited in the event of breach of contract by the Contractor.

The performance security should be refunded to the Contractor without interest, after the Contractor duly performs and completes all obligations under the contract but not later than completion of the Warranty Period.

## 28.2 Security Deposit / Retention Money:

In addition to Performance Security, Security deposit / retention money for an amount of 5% of the contract value shall be recovered by deducting @10% from bill subject to a maximum accumulation of 5% of the contract value. The earnest money instead of being released may form part of the security deposit. The contractor may, at his option, replace the retention amount with an unconditional BG at the following stages:

1. After the amount reaches half the value of the limit of retention money; and
2. After the amount reaches the maximum limit of retention money.

One-half of the retention money (or BG, which replaced retention money) shall be released to the contractor without interest on the issue of completion certificate; The other half of the retention money (or BG, which replaced the retention money) shall be released to the contractor without interest, after he duly performs and completes all obligations under the contract but not later than completion of the Warranty Period.

## OTHER INSTRUCTIONS

### **29 PROVISION OF PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA):**

The provisions contained in Public Procurement (Preference to Make in India ) Order 2017 as Amended by OM No.P-45021/2/2017 – PP(BE-II) dated 16.09.2020 further as amended from time to time if any, shall be applicable to this tender.

- i. The margin of purchase preference applicable is 20% or as decided by the relevant Nodal Ministry for the item from time to time.
- ii. The minimum local content for Class I and Class II local suppliers shall be 50 % and 20 % respectively or as decided by the relevant Nodal Ministry for the item.
- iii. Procurements where the estimate value is less than Rs.5.00 Lakhs shall be exempted from this order.
- iv. Verification of Local Content:
  - a. For procurement value up to 10.00Crores: The class I local supplier /Class II local supplier at the time of tender, bidding or solicitation shall be obliged to indicate percentage of local content and provide Self Certification (as per the format enclosed) that the item offered meets the local content requirement for Class I local supplier / Class II suppliers as the case may be. They shall also give details of the locations at which the local value addition is made.
  - b. For procurement value above Rs.10.00 Crores: The Class I local supplier / Class II local supplier at the time of tender, bidding or solicitation shall be required to provide certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. The Tenderer shall submit the Declaration as per **Form XI**.

## **TERMS AND CONDITIONS**

### **1. General Terms and Definitions**

**“APPLICABLE LAWS”** shall mean any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy or other governmental restriction as may be in effect.

**“GOODS”** shall mean an Article / product or an intangible product like software, technology transfer, licenses, patents or other intellectual properties being offered for sale by Seller(s). The term ‘Goods’ shall also include works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and guarantee / warrantee obligations as defined in the scope of supply given in the contract.

Note: If nothing contrary is specified in the contract and in the detailed specification of products given in contract, the scope of contract shall be supply of Goods on free delivery to consignee basis.

**“BUYER/CONSIGNEE”** is the V.O.Chidambaranar Port Authority.

**“SELLER/SUPPLIER”** is the Successful bidder awarded supply order on finalization of tender.

**“CONTRACT”** shall mean the Supply /purchase order / issued by the Buyer for supply of Goods / Services in electronic form which includes scope of supply, delivery instructions and specifications etc. as ordered by Buyer against such Contract besides the subject Terms and Condition as the case may be.

- 2. DELIVERY PERIOD:** Goods to be supplied within THREE MONTHS from the date of issue of supply order. If the supplier fails to complete the supply within the delivery period LD Clause may be applicable. This Delivery Period/Time shall be deemed to be essence of the Contract and delivery must be completed not later than such date(s).

3. **MODE OF DESPATCH:** The stores may be well packed to avoid damage in transit and dispatched by lorry and delivered to the consignee.
4. **Guarantee and Warrantee:** The Goods/Services supplied under the Contract(s) shall be in accordance with the contract specifications & quality and the Goods shall be brand new and have standard Guarantee/Warrantee for three year period from the date of final acceptance by the consignee. Notwithstanding the fact that the Buyer may have inspected and/or approved / accepted the said Goods, it is further guaranteed that if during the said guarantee / warrantee period, the Goods be discovered not to conform to the requisite description and quality and/or not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify and/or replace the Goods or such portion thereof as is found to be defective by the Buyer within 7 days. Otherwise, the Seller shall pay to the Buyer such compensations that may arise by reasons of the warranty therein contained. In cases requiring Spares, the Seller guarantees that they will supply Spare Parts, if and when required on agreed basis for an agreed price for a minimum period of three years from the date of expiry of warrantee period . The agreed basis could be, including but without any limitation, an agreed discount or an agreed percentage of profit on the landed cost. The aforesaid provisions made specifically for Goods, shall also be applicable for Services to the extent the same are practically possible.
5. **Extension of Delivery Period and Liquidated Damages:**

On the request of the bidder or otherwise, extend the delivery date suitably subject to the following conditions:

(i)The original Delivery Period may be re-fixed by the Buyer without any Liquidated damages subject to Force Majeure conditions mentioned below and also on the ground/reasons of delay attributable to the Port.

(ii)For other cases, provided the price trend is not lower, the Delivery Period may be suitably extended for which an amount equal to the Liquidated Damages for the extended period(s) for delay in the supply of the Goods/Services after the expiry of contract delivery period /re-fixed delivery period, shall be recovered from the Successful bidder as mentioned hereinafter for the extended period. No increase in price on any ground after the original/re-fixed delivery date shall be admissible during such extended period(s). Nevertheless, the Port shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.

6. **Liquidated Damages:** If the Successful bidder fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Port will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

**7. Force Majeure Conditions:**

If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (but not including negligence or wrongdoing, predictable/seasonal rain) provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain.

**8. Termination for Default:**

If the seller does not perform its obligations within the Delivery Period / Date mentioned in the Contract, the same would constitute the breach of the Contract and the Buyer shall have the right to Cancel or Withdraw the Contract for the unsupplied portion after the expiry of the original, extended or re-fixed delivery date or period stipulated in the Contract. Such cancellation of contract on account of non - performance by the Seller would entitle the Buyer to forfeit the performance security besides other actions as per tender condition.

## SECTION – V

### TECHNICAL SPECIFICATIONS

**The Transit light should comply with following specifications and conditions**

Minimum Light Intensity	More than 4,80,000 Candela
Visibility of Light	More than 5 nautical miles during day time More than 23 nautical miles during night time
Horizontal and Vertical Divergence	3 degree to 4 degree
Equipment Supply (i) Input Voltage (ii) Stand by current (iii) Power Consumption	(i) 12-24V DC (ii) More than 50mA (iii) Less than 10W
IP Protection (Ingress protection)	IP 69, capable to withstand continuous exposure to adverse weather conditions with coal dust and sea spray
General Features	Maintenance free high intensity LED light unit with GPS synchronization and programmable character (min 256) made out of marine grade steel. RS 232 data compatible, remote operation feasible
Number of LED bulbs	Not less than 10 LED bulbs
Life of the equipment	More than 10 years
Wind Speed	Capable of withstanding wind speed upto 200 km/Hr
LED type	White light
Day light switch	Integrated
Base material	Stainless steel
Surface treatment	2 layers of polyurethane coating
Connection	Screw terminal
Cable entry	Cable gland PG 13.5
Compliant	IALA E-200-1
Quality Assurance	ISO 9001:2015



VOC Port Authority  
MEE Department









**FORM I - BID COVER LETTER**

(To be in the Firm's letter head)

Date:.....

1. Registered Business Name :
2. Registered Business Address :
3. Name, Designation & address of the Contact  
person to whom all references shall be made :  
regarding this tender
4. Telephone / Mobile No. :
5. Fax :
6. E-Mail :

To

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

Sir,

1. We hereby apply to be qualified for the tender invited by the V.O.Chidambaranar Port Authority, Tuticorin as a bidder for the work “\_\_\_\_\_”
2. We hereby give our consent to the Port or its authorized Representative(s) to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this, we hereby authorize (any Public Official, Engineer, Bank, Depository, Manufacturer, Distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by the Port to verify statements and information provided in this application or regarding our competence and standing.
3. We the undersigned have read and examined in detail the Bid document in respect of work intended and do hereby express our interest to execute the intended work.
4. We certify that goods & services offered shall be of best quality and the manpower who shall be deployed for the work are competent enough and have necessary qualifications for taking up this assignment.



**FORM IIA**

(To be in the Firm's letter head)

Date:.....

**Transaction details for remittance of Earnest Money Deposit (EMD)**

The bidder shall upload system generated proof towards successful payment of EMD along with following filled in form in the bid document as follows

Sl. No	Beneficiary reference No.	Date of Payment	Amount (in INR)	Uploaded page No. reference
1				

(Signature of Authorized Person)

Place: .....

Name .....

Date: .....

Designation .....

Business Address: .....

.....

Seal .....

**FORM IIB**

(To be in the Company letter head)

Date:.....

**Exemption of EMD by the Micro and Small Enterprises (MSEs)**

The bidder shall upload the requisite certificate of registration under **MSEs** along with following filled in form in the bid document as follows

Sl. No	Name of Enterprise	Udyam Registration Number	Enterprise type	Uploaded page No. reference
1				

(Signature of Authorized Person)

Place: .....

Name .....

Date: .....

Designation .....

Business Address: .....

.....

Seal .....

**FORM III**

(To be in the Firm's letter head)

Date:.....

**FINANCIAL CAPABILITY**

The details of Summary of Annual Turnover of the Bidder on the basis of the Audited Balance Sheet for the last three financial years shall be given as under

<i>Sl.No.</i>	<i>Financial year</i>	<i>Total Turnover</i>	<i>Uploaded page no. reference</i>
01	Year 20.... – .....	Rs.....	
02	Year 20..... – .....	Rs.....	
03	Year 20..... – .....	Rs.....	

Note: The Profit & Loss statement and Balance sheet to be uploaded shall be duly certified by the Chartered Accountant.

(Signature of Authorized Person)

Place: .....

Name .....

Date: .....

Designation .....

Business Address:

.....

Seal .....







**FORM – IV (B)**

(To be in the Firm’s letter head)

Date:.....

**DETAILS OF TDS CERTIFICATE**

In case of experience other than Central / State Government / Autonomous bodies / PSEs/PSUs/ Nationalized Banks / Public Limited Companies, the bidder has to provide the details of the TDS certificate in the form provided below and shall submit TDS certificate for the past experience to be uploaded, only then the experience will be considered.

Sl. No	Name of work	Value of work executed (in Rs.)	Work order reference No.	TDS Certificate		Name and address of the Client	Uploaded page no. reference
				No.	Amount		
1							

(Signature of Authorized Person)

Place: .....

Name .....

Date: .....

Designation .....

Business Address: .....

.....

Seal .....

**FORM V**

**DECLARATION ON LITIGATION AND BLACK LISTING**

**Declaration to be issued on the official letter head stating the following that**

**WE DECLARE THAT:**

1. We have/ have not been involved in any litigation for the past five years that may have an impact of affecting or compromising the delivery of service as required under this tender.
2. Information regarding any litigation and arbitration against the Port during the past five years prior to the date of publication of NIT, the parties concerned and disputed amount is as given below
  - 1.-----
  - 2.-----
3. We are not black listed or debarred in the last three years from providing service by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalised Banks / Public Limited or Private Limited Companies, etc., in India.

Yours faithfully,

(Signature of Authorized Person)

Place: .....

Name .....

Date: .....

Description .....

Business Address: .....

.....

Seal .....

**Witness with signature**

1) Name & Address

2) Name & Address

.....

.....

.....

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.....

.....

**FORM VI**

**SCHEDULE OF NO DEVIATION**

This is with reference to Tender No....., for  
“.....”

I/We,..... (Name of the Bidder / Authorised Representative of the Bidder) of  
M/s..... (Name of the organisation), hereby certify that there is no deviation from  
the Tender conditions either technical or commercial or tender enquiry and I/We am/are agreeing to all  
the terms and conditions mentioned and comprised in relation to the above mentioned Tender.

Yours faithfully,

(Signature of Authorized Person)

Place: .....

Name .....

Date: .....

Description .....

Business Address: .....

.....

Seal .....

**Witness with signature**

1) Name & Address

2) Name & Address

.....

.....

.....

.....

.....

.....

**FORM VII**

**BANK MANDATE FORM**

1. Name of the company :
2. Status :
3. Bank Name, Address & Branch :
4. IFSC Code :
5. MICR Code :
6. Branch Code :
7. Name of the Authorised Person :
8. Signature of the authorised person  
as per Bank :
9. E-Mail ID of Authorised Person :
10. Contact No. Landline/Mobile :

Copy of cancelled cheque may be enclosed if Bank signature not obtained.

Name & Seal of the  
Bank with Date

**FORM VIII**

**TENDER ACCEPTANCE LETTER**

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

To

The Chief Mechanical Engineer

V.O.Chidambaranar Port Authority

Tuticorin-4

Sir,

Subject: “-----”

Tender reference No. -----

1. I/We have downloaded/obtained the tender document(s) for the above-mentioned tender/work from the website, namely <https://etenders.gov.in/eprocure/app>, as per your advertisement given in the above-mentioned website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from **Page No. to** (including all documents like annexure(s), schedules(s), etc., which form part of the contract agreement and I /we shall abide hereby and agree the terms /conditions /clauses contained therein.
3. The corrigendum(s) issued from time to time by V.O.Chidambaranar Port Authority for the above subject work has also been taken into consideration while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum (s) in its totality /entirety.
5. I/We do hereby declare that our firms have not been blacklisted/ debarred by any Govt. Department/ Public sector undertaking.
6. I / We certify that all information furnished by me/ us is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then V.O.Chidambaranar Port Authority 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)

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

**Form IX**

**Local content Declaration & Self Certification as per the Government of India Order towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020)**

**(TO BE PROVIDED ON Rs.100/- NON- JUDICIAL STAMP PAPER)**

I \_\_\_\_\_ (Name of the Person(s),S/o \_\_\_\_\_ at \_\_\_\_\_ (Address), working as \_\_\_\_\_ (Designation and name of the firm/Company/ partnership/ Joint venture), and I have been authorized to sign the Declaration / Self- Certification on behalf of firm / Company/partnership/ Joint venture do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government towards Public Procurement (preference to Make in India) vide Letter No. P- 45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020. That the information furnished hereinafter is correct to be of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated for the purpose of assessing the Local Content. That the local content for all inputs which constitute the said equipment has been verified by me and I am responsible for the correctness of the claims made therein. That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value addition norms based on the assessment of an authority so nominated for the purpose of assessing the Local Content, action will be taken against me as per the notification P-45021/2/2017- PP(BE-II), (revised) Dated.16.9.2020. I agree to maintain the following information in the company's record for a period of 8 years and shall make this available for verification to my statutory authority. The Details of the location(s) at which the local value addition is made

- i. Name and details of the Domestic manufacture
- ii. Date on which this certificate is issued
- iii. Product for which the certificate is produced
- iv. Percentage of local content. (% to be mentioned)

Signed by me at \_\_\_\_\_ on \_\_\_\_\_

Authorized signatory

(Name of the Firm entity)

**Note:** Required particulars are to be filled properly for acceptance.





**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.
  - (a) Notice inviting tender
  - (b) The original Tender Document
  - (c) Bid document uploaded by the Bidder
  - (d) Letter of Acceptance
  - (e) Any correspondences and documents exchanged between the Contractor & Board in connection with tender/Contract.
3. The Contractor hereby covenants with the Board to execute, complete and maintain the work till handing over the Board in all respects in in conformity and in all respects with the provisions of this Agreement.
4. The Board hereby covenants to pay the Contractor in consideration of such execution, completion, and maintenance of the work for 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 Board of V.O.Chidambaranar Port Authority was here into affixed and

The ..... thereof, has set his

Hand in the presence of

V.O.Chidambaranar Port Authority

Signed and sealed by

The Contractor in the presence of

Witness with signature

1) Name & Address

.....  
.....  
.....

2) Name & Address

.....  
.....  
.....

**Annexure- C**

**FORM OF BANK GUARANTEE**

**(For Performance Security)**

In consideration of the Chairman representing the Board of V.O.ChidambaranarPort (hereinafter called "The Port") having agreed to exempt (hereinafter called "said contractors") from the demand, under the terms and conditions of the contract awarded in Nodated made between and for (hereinafter called "said Agreement") of Performance security for the due fulfillment by thesaid contractor(s) of the terms and conditions contained in the said Agreement, on the production of Bank Guarantee for Rs. \_\_\_\_\_ (Rupees..... only).

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

We\* do hereby undertake to pay the amounts due payable under this Guarantee without anydemur, merely on 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 performing the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payableby the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....

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

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

We\* further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Port under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Engineering Department, V.O.Chidambaranar Port Authority certified that the terms and condition of the saidAgreement had 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

