



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

**V.O.CHIDAMBARANAR PORT AUTHORITY**  
**(MECHANICAL&ELECTRICALENGINEERINGDEPARTMENT)**

E-TENDERING

TENDER DOCUMENT FOR

Name of Work: Painting of 3 nos of tower monitors and pipelines of Fixed Fire Fighting System.

Tender No.: MEE-SE-EE-MECH-5714-2024

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TENDERS WILL BE DOWNLOADED ONLINE FROM 27.06.2024 to 17.07.2024 UP TO 15:00 HOURS) & COMPLETED TENDERS ARE TO BE SUBMITTED ONLINE ON OR BEFORE 15:00 HOURS ON 17.07.2024 AND TENDER WILL BE OPENED AT 15:30 HOURS on 18.07.2024

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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&ELECTRICALENGINEERINGDEPARTMENT**

To

The interested 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 execute the work “Painting of 3 nos of tower monitors and pipelines of Fixed Fire Fighting System” and hence this e-tender is invited. Your best competitive offer is requested for the subject work as briefed below:

1	Name of Work	“Painting of 3 nos of tower monitors and pipelines of Fixed Fire Fighting System”.
2	Tender No	MEE-SE-EE-MECH-5714-2024
3	Date of floating Tender	<b>27.06.2024</b>
4	Last Date & time of Submission of Bid	<b>17.07.2024 At 15:00hours</b>
5	Earnest Money Deposit	<b>Rs.4650/- (Rupees Four Thousand and Six hundred and Fifty only)</b> The bidder other than an MSE Unit should pay the EMD through online payment gateway mode in CPPE-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 certificate shall be up loaded in the Bid, failing which the Technical Bid 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/ep\\_procure/app](https://etenders.gov.in/ep_procure/app) by following the procedure. Non-submission of bid along with relevant documents shall lead to rejection of the tender.



**Contact person:**

1. Executive Engineer(Mechanical),  
Mechanical & Electrical Engineering Department,  
V.O.Chidambaranar Port Authority,  
Mob: 9524447636  
Email: Padmanabhan.r@vocport.gov.in
2. Assistant Executive Engineer(Mechanical),  
Mechanical & Electrical Engineering Department,  
V.O.Chidambaranar Port Authority,  
Mob: 9790624455  
Email: [Chandrasekaran@vocport.gov.in](mailto:Chandrasekaran@vocport.gov.in)
3. Junior Engineer(Mechanical)  
Mechanical & Electrical Engineering Department,  
V.O.Chidambaranar Port Authority,  
Mob: 8870292781

Thanking you

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

## SECTION- I

### NOTICE INVITING TENDER (NIT)

1. V.O. Chidambaranar Port Authority invites electronic tenders (Two Cover System) from eligible bidders for the work “Painting of 3 nos of tower monitors and pipelines of Fixed Fire Fighting System”.
2. A complete set of Tender documents may be downloaded by any interested bidders from e-Tender web portal <https://etenders.gov.in/eprocure/app>.
3. Salient features of the bid:

Tender No.	MEE-SE-EE-MECH-5714-2024
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 Work Description	Scope of work includes, <ol style="list-style-type: none"><li>1. Painting of 3 nos. Tower monitors, Pipelines( Water, Foam &amp; Air)</li><li>2. To carry out surface preparation before painting to achieve maximum durability. Manual cleaning in way of chipping, scrapping and cleaning with wire brush so as to ensure a clean and dry surface. The rust, scale &amp; foreign matters will be removed fully to ensure clean &amp; dry surface. If required all other contaminants like oil, grease etc. by the use of an aromatic solvent prior to surface cleaning.</li><li>3. <u>Application of primer:</u> 02 coats of Epoxy Zinc Rich primer</li><li>4. <u>Application of paint:</u> 01 coat of finishing paint</li></ol>

Location of the work	FFFS, VOCPA
Estimated Cost put to tender	Rs.2,31,333/- plus GST
EMD	<p><b>Rs.4650/- (Rupees Four Thousand and Six hundred and Fifty 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.</p> <p>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 considered.</p>
Period of completion	<b>Three months</b>
Downloading of Tender documents start date	<b>27.06.2024</b>
Downloading of tender document end day	<b>17.07.2024 upto 15:00 hours</b>
Start date of seeking clarifications	<b>Not Applicable</b>
End date of seeking clarifications	<b>Not Applicable</b>
Pre-Bid Meeting	<b>Not Applicable</b>
Bid Submission end date & time	<b>17.07.2024 at 15:00 hours</b>
Bid opening date	<b>18.07.2024 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. **Financial Capability and Similar Work Past Experience**

##### 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**.

##### b) **Similar Work Past Experience:**

The bidder should have successfully completed similar work(s) as detailed below during the last 07 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 Painting of steel structures/ pipelines**

Copies of work order(s) & respective satisfactory completion(s) / performance certificate(s) must be furnished in support of meeting similar work 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**.

5. Bidder should have (i) EPF registration certificate; (ii) ESI ;(iii) Permanent Account Number [PAN]; (v) GST Registration Certificate etc.
6. The Bidders are advised to read the whole document carefully and submit their tender/bid strictly, meeting the requirements spelled out in the bid document.
7. The bid document is required to be submitted only through e-tender web portal <https://etenders.gov.in/eprocure/app>.
8. No hardcopies need to be sent to the Authority.
9. The Authority will not be held responsible for any technical snag or network failure during online bidding.
10. The Authority reserves the right to cancel any or all bids without assigning any reason.

## **SECTION II**

### **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 bidders for the work as mentioned in the Notice Inviting Tender (NIT)Section-I.
- 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(Section-I). 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 bidders 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.

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**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. LOCAL CONDITIONS:**

5.1 It will be imperative for each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under the bidding documents and specifications. VOCPA will not entertain any request for clarifications from the Bidders regarding such local conditions.

5.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid. Neither any change in the time schedule of the contract nor any financial adjustment arising thereof which are based on the lack of such clear information, its effect on the cost of the works to the Bidder shall be permitted by the VOCPA. No claim for financial adjustment to the contract awarded under these specifications and documents will be entertained by the VOCPA.

**6. SITE VISIT:**

6.1 The Bidder, at the bidder's own responsibility and risk are encouraged / advised to carry out the site visit to VOC Port at their own cost for the intended work and to inspect / examine & assess the site condition and its surroundings and satisfy themselves prior to submission of his bid.

6.2 In general, they shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charges arising out of any misunderstanding or otherwise shall be allowed. Bidders shall submit a realistic offer for the execution of the work at their own cost without any liability on VOCPA.

6.3 It is implied that on submission of the bid/tender, the Bidder is deemed to have read the Tender document, clearly understood & satisfied himself regarding terms & conditions, scope of work and specifications of the work & services to be executed, local conditions and other factors likely to be encountered & having a bearing on the execution of work thereof. The price quoted in the **Price bid** 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 mentioned in the subject tender.

**7. 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.

## **8. AMENDMENT TO BID DOCUMENTS:**

- 8.1. 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.
- 8.2. 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.
- 8.3. 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.

## **9. BIDDER'S RESPONSIBILITY:**

### **10.1 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.

### **10.2 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 A** with such modifications as agreed upon. Until the formal Contract Agreement is prepared and executed, this tender/bid document together with the written acceptance shall form a binding agreement between the Port and the Contractor.
- (ii) The Bidder undertakes, if his tender is accepted, has to give the required performance security as per **Clause No. 27 of ITB**.

## **PREPARATION OF BID**

### **10. LANGUAGE OF BID:**

The bid prepared by the Bidder and all correspondences and documents relating to the bid exchanged by the Bidder and VOCPA shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as it is accompanied by an English translation of its pertinent passages in which case for the purpose of interpretation of the Bid, the English translation shall be considered.

## 11. **BID PRICES:**

- 11.1. The Bidder shall quote, on the prescribed Price Schedule, the landed prices (FOR Destination basis) of all the goods and services at VOCPA.
- 11.2. The quoted price shall be a firm lump-sum price and shall be as on the opening of the bid. The Bidder shall ensure that the prices are rational, reasonable. The above lump-sum price shall include all the taxes (except GST), duties, fees, all types of Cess, insurance, transportation, packing, forwarding and all other incidentals required for execution of the contract in all respect. In case of change in /Custom Duties/other Government taxes & levies during pendency of the contract, only incremental change will be paid, provided goods and services are executed during the original completion date of the Contract. Variation of taxes & duties during extended period of Contract shall only be considered on merit.
- 11.3. No price escalation shall be admissible unless the contract specifically provides for it. In general, no price escalation is applicable on any account till the contract is executed in full and its subsequent amendments accepted by the Contractor even though the completion / execution of the contract may take a longer time than the scheduled period incorporated and accepted in the contract.
- 11.4. Also, by submitting a bid for the work, bidders shall be deemed to have satisfied himself by actual inspection of the site and locality of the work, that rates quoted by him in the Bid will be adequate to complete such work according to the specification and conditions attached hereto and he has taken into account all conditions and difficulties that may be encountered during its progress and to have quoted labour and material rates which shall include the cost of the material with taxes, duties and incidental charges as indicated in **Section II, Clause No.11.1** and all other charges necessary for the completion of the work, to the entire satisfaction of VOCPA.

## 12. **BID VALIDITY:**

- 12.1. The bids shall be valid for a period of 120 days from the date of opening of Tender.
- 12.2. 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.
- 12.3. 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).
- 12.4. 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.

## 13. **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.

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

- 14.1.** The Bidder shall furnish, as part of its bid, a bid security (EMD) for the amount stipulated in the NIT.
- 14.2.** Any bid not accompanied by prescribed bid security shall be rejected by the VOCPA as being non-responsive.
- 14.3.** 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/e procure/app?page=Bidders Manual Kit &service =page> for making Online Payment Procedure (Bidder Manual for Online Payment in e-Procurement Portal (Tender Fee, EMD & others)).
- 14.4.** 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.
- 14.5.** 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.
- 14.6.** No interest shall accrue or is payable on the EMD from the date of its remittance till it is returned to the bidders.
- 14.7.** 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.
- 14.8.** 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.

**14.9.** 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-IB**. 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.

**15. DOCUMENTS COMPRISING THE BID:**

**16.1** 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 responsive, in every respect.

**16.2** The bidder shall carefully prepare the list of required documents that are asked for submission along with the bid. The bid shall be prepared as under and uploaded the same online through E-Procurement Portal and digitally signed by the authorized representative of the bidder as follows:

1. Scanned copy of system generated proof towards successful payment of EMD along with filled in **Form-IA** or Valid Certificates by MSEs for claiming exemption along with filled in **Form-IB**.
2. Eligibility information with regard to “Similar Work Past Experience” as below:
  - a. Scanned copy of filled in **Form-IV** with regard to experience (work order with detailed BOQ and satisfactory completion/ performance certificate) to meet similar work 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 Bin** case of bidders submitting satisfactory completion/ performance certificate for work carried out in non-Government organizations/ Private organizations.
3. Eligibility information with regard to Financial Capability as below:

Scanned copy of duly filled in **Form-III** along with profit & loss statements for the last 3(three) years ending 31st March of the previous financial year duly certified by the Chartered Accountant.
4. Scanned copy of valid electrical license issued by electrical licensing board- (Not Applicable)
5. Scanned copy of Income-Tax Permanent Account Number card
6. Scanned copy of GST, ESI & EPF registration certificate
7. Local Content declaration & Self Certification as per **Form- V**

8. Any other documents which need to be uploaded, as a support to bidder's qualification/ responsiveness to the bid.
9. In addition, the following information as detailed below should also be submitted
  - a. Scanned copy of Bank Mandate Form signed and duly filled in **Form-VI**
  - b. Scanned copy of signed and duly filled Tender acceptance letter-**Form-II**

**NB:** *Please note that bidders should upload only the documents that are mentioned in the preceding clauses. The bidders need not send any documents (Hard Copy) to the 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.*

“Financial Bid” shall comprise

1.0 Price Schedule

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

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

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

16.3.3 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.

**16.4** 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 not be considered.

- 17.3 The bidder shall digitally sign on all the statements, documents, certificates uploaded by him/her in support 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.
- 17.4 Signatory of the bid documents shall be Bidder himself or a person duly authorised and holding power of attorney to do so on behalf of the Bidder.

## 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.8.0** 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 considered.
- 21.4 The Price bid of the bidders will be opened by the Port on a date and time to be notified later.

### **22 COMPARISON OF BID:**

#### **23.1 Financial Evaluation:**

- i) **The bidders meeting the 4(a) Financial Capability and 4 (b) Similar Work Past Experience mentioned NIT shall be considered for financial evaluation.**
- ii) The Financial Bid of the bidders will be opened on the notified date & time in NIT in the presence of bidders or their authorized representative who wish to be present. The participating bidders can also witness the opening of price bids on line by logging on to the portal with his DSC from anywhere.
- iii) The financial evaluation shall be made on the basis of total price as indicated Price Schedule/ Bill of quantity. VOCPA is not bound to accept the lowest quoted offer. Conditions, if any, with Price Bid shall not be considered for any purpose.

- 23.2 Evaluation of the bid does not exonerate the bidders from checking their original documents. VOCPA reserves the right to verify the authenticity of the documents/information submitted by the bidder.

As per Section-468(Forgery for the purpose of Cheating) and Section-471(using as genuine, a forged document) of IPC-1860, use of fraudulent/forged document for the purpose of participating in any tender is a punishable offense. Hence, in such cases, VOCPA shall have no other option than to take the following actions against the firm, which has restored to use of forged/fraudulent documents in any tender. It is also applicable if, at a later date, the bidder is found to have misled the evaluation through wrong information.

#### **At the time of the bidding stage**

- (a) Termination of any other ongoing contracts with forfeiture of the Security Deposits.

- (b) Blacklisting / debarring / tender holiday of the firm under the Prevention of Corruption Act, 1988 for a period of three years from the date of blacklisting.

**At the time of contract execution**

- (a) Termination of the contract with forfeiture of the Security Deposits.
- (b) Termination of any other on-going contracts with forfeiture of the Security Deposits.
- (c) Black listing of firm under Prevention of Corruption Act, 1988 for a period of three years from the date of blacklisting.

- 23.3** Conditional bids may be rejected by VOCPA. VOCPA is not bound to accept the lowest quoted offer. Conditions, if any, on any document enclosed with Price Bid shall not be considered for any purpose.

**AWARD OF CONTRACT**

**23 AWARD CRITERIA:**

The Tender Inviting Authority, on behalf of VOC Port Authority, will award the contract to the bidder whose bid is the lowest evaluated Bid as per tender conditions.

**24 PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL THE BIDS:**

VOC Port reserves the right to accept or reject any bid and to annul the bidding process at any time prior to award of contract without thereby incurring any liability to the affected Bidder or Bidders on the grounds of VOC Port Authority's action

**25 NOTIFICATION OF AWARD:**

Prior to the expiration of Bid Validity, the Successful bidder will be notified in the form of Work Order which will be communicated by registered letter or by mail that his Bid has been accepted. The successful bidder has to furnish Performance Security & additional security (if any), and Non judicial stamp paper for signing of Contract / Agreement within 15 (fifteen) days from date of issuance of Work Order. The issue of the work order shall be treated as the closure of the Bid process.

**26 SIGNING OF CONTRACT:**

The successful has to furnish the Performance Security Deposit (PSD), as per the Tender Conditions. The Contractor shall be required to execute an agreement in the Performa prescribed by the V.O.Chidambaranar Port Authority (**as per Annexure A**) on Tamil Nadu Government State stamp paper of the required value within 15 days from the date of issue of Work Order. In the event of failure on the part of the successful bidder to execute the agreement within the above stipulated period, or the period agreed by the Port, VOC port being in such circumstances entitled to treat the successful bidder as in breach of contract and proceed



accordingly.

## 27 **PERFORMANCE SECURITY DEPOSIT or PERFORMANCE GUARANTEE:**

- 27.1 The successful bidder (Contractor) shall furnish an amount of 3% of the Contract Price as Performance Security in the form of Bankers' Cheque or irrevocable Bank Guarantee obtained from the Nationalized / Scheduled bank having net worth of above Rs.100 corers having its branch at Tuticorin and payable at Tuticorin, as per specimen in **Annexure B** or online payment through RTGS/NFFT to the account whose details are provided as below:

A	Name and address of the bank	Indian Overseas Bank, Harbour Branch, Tuticorin-628004.
B	Name of the branch	Harbour Branch
C	IFSC code	IOBA0000143
D	Account Number	014301000000001
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 15days from the date of issuance of Letter of Work 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 work order shall stand cancelled automatically and the Earnest Money Deposit will be forfeited, and action shall be initiated as per **Clause No. 14.8 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.

## **27.2 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 each running 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**

### **28 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.



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- 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 tenderers shall submit the Declaration as per **Form V**.

## SECTION III

### GENERAL CONDITIONS OF CONTRACT

#### **1. COMMENCEMENT AND DELAYS:**

##### **7.1 Commencement of Work:**

The work shall be commenced within 15 days of issuance of the Work Order. If no notification is received from the Contractor regarding the commencement date, then the 16<sup>th</sup> date from issuance of 10.

Work Order shall be treated as the date of commencement. The Contractor shall proceed with the Works with due expedition and without delay. Commencement of work is subject to compliance all the conditions precedent as mentioned at **Clause No. 26 and 27.1 of ITB (Section-I)**. The stipulated deadlines mentioned at **Clause No. 26 and 27.1 of ITB (Section-I)** would have to be strictly adhered to unless otherwise extended by Employer.

##### **7.2 Time of Completion / Period of Contract:**

The Contractor shall complete the whole of the Works, within the Time for Completion as indicated in Work Order.

##### **7.3 Extension of Time for Completion:**

The Contractor shall commence the works after being notified for award of work and shall proceed with the same with due expedition and without delay except as may, be expressly sanctioned or ordered by the Engineer or be wholly beyond the Contractor's control. The Contractor shall maintain the rate of progress required as per schedule.

The Contractor shall be entitled subject Contractor's Claims to an extension of the Time for Completion if and to the extent that completion of work *is* or will be delayed by any of the following causes:

- (a) changes ordered by the Employer,
- (b) delay in performance of work caused by orders issued by the Employer
- (c) delay in providing work fronts or supply of any materials or services which are to be provided by the Employer,
- (d) exceptionally adverse climatic conditions,
- (e) force Majeure
- (f) other reasonable causes

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer for extension of time before expiry of the period of contract with details of the hindrance(s) on account of which he desires such extension as aforesaid with documentary evidence.

If the progress of work is held up owing to circumstances which, in the opinion of Engineer are beyond the control of the Contractor the Engineer may, at his

discretion, grant to the Contractor such extension of time as he considers reasonable for the completion of the work.

The execution of the work during the extended period also shall be only under the conditions and at the rate specified in the contract.

No claim shall be made by the Contractor on the grounds of executing the work beyond the completion period stipulated in the contract.

#### **7.4 Liquidated Damage:**

Unless otherwise specified, in case of delay in completion of the contract, liquidated damages (for works costing up to Rs. 10 lakh - one (1) percent of the contract value per week and for all other works half percent (0.5%) of the contract value per week of delay subject to a maximum of ten percent (10%) of contract value should be levied. Such liquidated 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.

### **8. DEFECT LIABILITY / WARRANTY:**

8.1 The Contractor shall warrant that the work or any part thereof under this contract will comply strictly with the contract or superior to what is defined, shall be first class in every particular case and shall be free from defects. The Contractor shall further warrant that all materials, equipment and the supplies furnished by him will be new and fit for their intended purposes.

8.2 The warranty period shall be for a period of minimum 12 months from date of completion of work, unless otherwise specified in the Scope of Work / Special Condition of Contract.

8.3 If during the Defect Liability Period any defect be found in materials and workmanship or of the work executed by the Contractor, the Contractor upon being notified, shall promptly, in consultation and agreement with the Employer and at its cost, repair, replace or otherwise make good such defect as well as any damage to the goods & services and materials caused by such defect within a specified time or a mutually agreed time between the Contractor & Employer.

8.4 If the work or any part thereof cannot be used by reason of such defect and / or making good of such defect, the Defect Liability Period of the work or such part, as the case may be, shall be extended by a period equal to the period during which the work or such part cannot be used by the Employer because of any of the aforesaid reasons. In addition, the Contractor shall also provide an extended warranty for any such replaced or repaired component of the work for the period of minimum 12 months or as it may be stipulated in Contract Technical Specifications. Such obligation shall be in addition to the defect liability specified under **Clause 2.2** hereof.

8.5 If the Contractor, having been notified, fails to remedy the defects in accordance with the contract, the Employer may proceed to take such remedial action as may be necessary, at the Contractor's risk and cost.

8.6 In the event of repeated failure of any component or material or fitting, within the warranty period, it shall be treated as failure on the part of the Contractor and the Contractor shall have to promptly rectify the same at his own cost failing which Employer shall have the right to recover the cost from any other outstanding amount of the Contractor lying with Employer and / or any amount that may become due to the Contractor and the Contractor shall be debarred to participate in any of the tender of Employer in future.

## 9. MEASUREMENT:

Unless otherwise specified:

- (a) measurement shall be made of the net actual quantity of each item of the Permanent Works, and
- (b) The method of measurement shall be in accordance with the Bill of Quantities or other applicable Schedules.

## 10. VARIATIONS:

The variation or additional work must be a necessary part within the scope of the original works and should not completely change the scope/ character and purpose of the original contract. The variation may result in additional or reduced payments to the contractor or there may be no price change at all.

### 1.1 Variation means:

- (a) increase or decrease in the quantity of any work included in the BOQ of the contract;
- (b) omission of any such work (but not if the omitted work is to be carried out by the Employer by another contractor);
- (c) change in the character or quality or kind of any such work;
- (d) change in the levels, lines, position and dimensions of any part of the works;
- (e) additional work of any kind necessary for the completion of the works; and
- (f) Change of the specified sequence or timing of construction of any part of the works.

At any time during the execution of the contract, by a written notice to the Contractor (Change Order), variations as specified above may be made in the scope of contract by Representative of Engineer, with due approval of competent authority.

## 11. CONTRACT PRICE AND PAYMENT:

### 11.1 The Contract Price:

The Contract Price as specified in Work Order shall be for the entire Scope of the work towards execution and completion of the Works and the remedying of any defects. Price Schedule or Bill of Quantity of Contract Price is attached with work order.

The Contract Price accepted in Indian Rupees shall include all duties, taxes and levies, transportations, incidentals, etc. as may be applicable and prevailing on base date of the Contract i.e. bid opening date but excluding Goods & Service Tax (GST).

#### **11.2 Firm Contract Price:**

The contract shall be firm, not subject to any escalation except in the event of a change in the scope of work or specification or as otherwise provided in the Contract.

#### **11.3 Executed Contract Value:**

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations and includes adjustments in accordance with the Contract or such other sums as may be determined in accordance with the terms and conditions of the Contract.

#### **11.4 Payment Terms:**

Contractor shall submit Tax invoice as per the provision of GST Act and rules. 100% of payment to the Contractor will be made on satisfactory completion of works and will be released within 15 working days from the date of receipt of the complete and correct invoices & relevant documents and unless any objection to such bill is raised by the Employer. Deductions & Recoveries will be made as per conditions of the contract. The quantity given in the Price Schedule / BOQ is only approximate and payment will be made as per actuals.

#### **12 .1 Taxes & Duties:**

The Contractor shall pay all taxes, duties, cess, levies if any, fees and all other dues required to be borne & paid by him under the Contract. The Contractor shall bear and pay all the liabilities in respect of non- observance of all legal formalities as per various statutory provisions.

#### **12.2 Goods and Service Tax:**

- (a) The GST shall be paid by the Employer at the rates applicable from time to time on submission of bills / invoices as prescribed under GST rules mentioning the full details regarding the Name, Address, GST Registration Number of the bidder along with the description, classification and value of taxable services and GST payable thereon. The GST shall be reimbursed to the Contractor on his making available the GST claimed by him in GSTR against the Port GST number.
- (b) The GST TDS shall be applicable as per the section 51 of the CGST Act, 2017. [As per CGST Act, 2017] and shall be deducted at such rate as may be specified from the invoice of the Contractor.

### **12.3 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 concerned Income Tax Authorities to obtain a certificate from them authorizing 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 therein unless it is cancelled by the Income Tax authorities earlier.

### **12.4 E-payment:**

The Bidder should submit the consent in a mandate form for receipt of payment through EFT and provide the details of bank A/c in line with RBI guidelines for the same. These details will include bank name, branch name & address, A/c type, bank A/c no., bank and branch code as appearing on MICR cheque issued by the bank. Further, the Contractor should also submit a certificate from their bank certifying the correctness of all the above-mentioned information in the mandate form. In case of non-payment through EFT or where EFT facility is not available, payment will be released through cheque.

### **13.0 Deduction / Recoveries:**

- 13.1** Deduction of taxes at source shall be made from the bill of the Contractor in accordance with the prevailing rules & regulations of Employer.
- 13.2** While performing under the contract, the damages caused by the Contractor or his/her workmen to any of the Employer's shall be promptly made good by the Contractor at his/her own cost. In case the Contractor fails to repair/replace the damage, the Employer shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the bills of the Contractor or any money due to the Contractor from this contract or any other contract or any other transaction. In determination of the damage, the opinion of the Engineer shall be conclusive.
- 13.3** Any dues arising out of failure on the part of the Contractor to carry out any obligation under the contract shall be deducted from the bills of the Contractor or from any money due to the Contractor from this contract or any other contract including Security Deposit and Performance Security

### **13.4 No Interest on Account of Delayed Payments:**

Any claim for interest will not be entertained by the Employer with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on part of the Employer in making payment.

### **13.5 Payment of Retention Money and Performance Security Deposit:**

Payment of Retention Money and Performance Security Deposit shall be returned as specified in clause no.27 of ITB.





**SECTION-IV**

**TECHNICAL SPECIFICATIONS**

**NOT APPLICABLE**

## SECTION V

### SCOPE OF WORK

The scope of work involved in the subject work is detailed as below:

1. Painting of 3 nos. Tower monitors, Pipelines (Water, Foam & Air), supports & steel structures, etc.

2. The Contractor shall be bound to use the best available quality of workmanship, and methods of application, approved and as per standard practice.

3. Extent of work

The following surfaces and materials shall require painting:

All structural steel works including steel supports, etc. All above ground carbon steel piping and fittings. (Including painting of identification marks).

4. Tools and Tackles

All tools, brushes, rollers, spray guns, blast materials, hand/power tools for cleaning and all equipment, scaffolding material etc. required to be used shall suitable for the work and all in good order and shall be arranged by the contractor at site and in sufficient quantities.

5. The following required quantities of paints along with primers, brushes, wire brushes, cotton & Baniyan wastes shall be supplied by VOCPA to the site. 01 Smoke Gray Epoxy anti corrosive 02 Black Epoxy anti corrosive 03 Aluminum Epoxy anti corrosive 05 Thinner Epoxy anti corrosive 04 Fire red Epoxy anti corrosive.

6. Surface preparation: - In order to achieve maximum durability, one or more of the following methods of surface preparation shall be followed, depending on conditions of steel surface and as instructed by Engineer-in charge /Specification. Adhesion of the paint film to surface depends largely on the degree of cleanliness of the metal surface. Proper surface preparation contributes more to the success of the paint protective system.

- i. Chipping and scrapping by wire brush.
- ii. Manual or hand tools cleaning
- iii. Mechanical or power tools cleaning.
- iv. Solvent cleaning.

Rust scale and foreign matter shall be removed fully to ensure that a clean and dry surface is obtained. Remove all other contaminants, oil, grease etc. by use of an aromatic solvent prior to surface cleaning.

7. Primer Application After surface preparation, the primer should be applied by brush, also to cover the corners, sharp edges, etc.

8. Two coats of the above said colour paints shall be applied in the towers, pipelines and steel structures as per the instructions of engineer-in-charge.

9. Type and application of paint:

i) Prepared surfaces shall not be left exposed to weather over-night and also to moist atmosphere before applying primer coat.

ii) Do not apply paint when the relative humidity is above 90% or during rain.

iii) Primed surface should be over coated after the re-coat ability time specified in the datasheet given by concerned manufacturer.

10. All the Primers and Finishes are supplied in brushing consistency. Thinner should be added only if viscosity increases during the application due to higher ambient temperature. Normally, the addition of thinner is restricted up to 5-10% by volume in case of brush application. In case of spray application, only the recommended thinner should be used to bring the paints to spraying consistency.

11. Application of paints is recommended at ambient temperature.

## **SECTION IV**

### **SPECIAL CONDITIONS OF CONTRACT**

**1. Clause No.21 of Instruction to Bidder may be read as under:**

If the required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption, bid will not be considered for techno-commercial evaluation.

**2. In conjunction to Clause No.28 of ITB**

The sentence “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” maybe read as “The Engineer may relax the time limit of 15 days for submission Performance Security and extend it by further period in extraordinary circumstances for the reason recorded”

**3. Contract Period and Date of Commencement & Completion of the Work:**

**3.1 Commencement of Work:**

The work shall be commenced within 15 days of issuance of Letter of Acceptance / Work Order. If no notification received from the Contractor regarding commencement date, then 16<sup>th</sup> date from issuance of Letter of Acceptance / Work Order shall be treated as date of commencement. The Contractor shall proceed with the Works with due expedition and without delay. Commencement of work is subject to compliance all the conditions precedent as mentioned at **Clause No. 26 and 28 of ITB (Section-I)**. The stipulated deadlines mentioned at **Clause No.26 and 28 of ITB (Section-I)** would have to be strictly adhered to unless otherwise extended by Employer.

**3.2 Time of Completion/Period of Contract: (Superseding Clause No.7.2 of GCC)**

Time period for completion is two months from the date of commencement.

**3.3 Time Schedule/ Bar Chart: (Superseding Clause No.7.3 of GCC) Not applicable for this contract.**

#### 4. **Liquidated Damage: May be read in conjunction with Clause No7.4ofGCC)**

Following penalty will be imposed in commencement of work and non-performance on part of the Contractor.

##### 4.1.1 Delay in commencement of work:

If the Contractor fails to commence the work within the period specified or within such extended period as may be allowed by the Competent Authority as per Clause 28 of in section-II, the contractor shall payorallowtotheBoardasumequivalentto1%ofthevalueof the contract for every week(7daysof delay) or part thereof subject to a maximum of 10% of the total value of contract as liquidated damages beyond the said period or extended period, as the case may be during which the contractor fails to commence the work. Such damages shall be deducted by the Board from any moneys due to become or due to the Contractor.

5. The contractor shall be liable for all acts of omission or commission of the personnel deployed and also for all liabilities pertaining to their salaries, victuals, medical facilities, insurance coverage and any other requirement pertaining to personnel at the cost of the contractor.
6. The contractor shall comply with and shall ensure due compliance of all Indian Laws related to the deployment of labour.
7. If any claims or legal proceedings are filed against the crane or the owner by virtue of legal proceedings arising because of the activities of the contractor in the crane, the contractor shall immediately notify the owner and the contractor shall take immediate action, legal or otherwise, to free the crane or owner from the claim, demand or lien there upon placed. If the contractor fails to do so, the owners defend the same at the expense of the contractor.
8. No cooking shall be permitted inside the work spot. No alcoholic drinks will be permitted inside the work spot and no personnel with alcoholic influence will be permitted to enter the work spot. The contractor shall ensure that the personnel employed for this work do not smoke inside the Port area.
9. Statutory requirement as per Labour Department and Dock Safety Inspectorate as per regulation should be adhered by the Contractor. All safety precautions shall be strictly adhered to.
10. The contractor and their employees should be complied with Quality Management (ISO19000:2008) and Environmental regulations (14000:2004) Electricity Act, Dock Safety regulations.

**11. Defect Liability/Warranty :( Superseding ClauseNo.10ofGCC)**

Not applicable for this contract

**12. Performance Security Deposit :( MaybereadinconjunctionwithClauseNo.28.1ofITB)**

The performance security should be refunded to the Contractor without interest on issuance of final acceptance / completion certificate, after the Contractor duly performs and completes all obligations under the contract.

**13. Security Deposit/ Retention Money :( May be read in conjunction with ClauseNo.28.2 of ITB)**

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 each running 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 there tension amount with an unconditional BG at the following stages:

- a. After the amount reaches half the value of the limit of retention money; and
- b. After the amount reaches the maximum limit of retention money.

The security deposit should be refunded to the Contractor without interest on issuance of final acceptance

/ Completion certificate, after the Contractor duly performs and completes all obligations under the contract.

14. The contractors shall deploy disciplined work force. If any the person(s) noticed for Malpractice/disobedience/noncompliance of work, the contractor is responsible for the misbehavior and the concerned will not be entertained inside VOCPA further. The damage / loss caused shall be rectified by the contractor.

15. In case of any berthing of vessel at oil jetty, painting work could not be carried out. Extension shall be granted in the completion period. No penalty shall be levied for delay on account of vessel berthing at oil jetty

16. The staff provided by the contractor are in case found to be indulging in any undesirable or unfair activities in the premises of the office, the contractor will solely be responsible for all the consequences a part from the liberty of office to lodge complaints before appropriate authorities.

17. The contractor shall furnish contact telephone number, Mobile number & contact

address of representative of contractor.

18. Unauthorized person belonging to the contractor are not allowed to enter port premises.
19. 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 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
20. The contractor shall supply the PPEs (safety belt, helmet, Gloves, shoes, reflecting jackets, diversion boards, etc) to the workers for carrying out painting works in safe manner.
21. Electricity for welding works in the cranes for its maintenance shall be given at free of cost. Power consumed at Contractor site office is payable as per Port tariff.
22. Fire service clearance (if required) shall be given at free of cost subject to adhering safety measure prescribed by Port.]

## SECTION VI

### SAFETY NORMS & EMS REQUIREMENTS

#### **1. SAFETY CLAUSE:**

- 1.1 The contractor should take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the VOCPA premises and should conform to the rules and regulations of the VOCPA.
- 1.2 The Contractor should abide by all VOCPA regulations in force from time to time and ensure that the same are followed by his representatives, agents or sub- contractors, or workmen.
- 1.3 The contractor should ensure that unauthorized, careless, or inadvertent operation of installed equipment which may result in an accident to staff and/or damage to equipment, does not occur.

#### **2. EMS REQUIREMENTS:**

- 2.1 The contractor shall ensure that all his workmen wear PPEs commensurate with the severity of work.
- 2.2 The contractor shall ensure industrial safety methods in executing his work at VOCPA.
- 2.3 The contractor shall ensure that all wastes generated by his activities/work are moved to the respective dumpsites or taken for re-cycling at VOCPA.
- 2.4 The contractor has to give prior information on whether any hazardous chemical is used in his work and if so, the operational control to be exercised.
- 2.5 The contractor has to ensure that all his material handling equipment / transport Vehicles are emission tested.
- 2.6 The contractor has to ensure that his activities are in tune with the VOCPA EMS Policy (to

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be incorporated as part of the Contract)

- 2.7 The contractor's staff must be aware of the contents of MSDS in respect of chemicals / materials (if any).
- 2.8 The contractors' staff shall be competent to operate emergency appliances like fire extinguishers.

**NB: The section may be read in conjunction with related clauses of General Condition of Contract, Special Condition of Contract and Scope of Work.**





**FORM IA**

(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 IB**

(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 II**

**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)



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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 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 reference</i>	<i>page no.</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**

(To be in the Firm's letter head)

Date:.....

**SIMILAR WORK EXPERIENCE**

The Bidders experience in similar work carried out each in any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalised Banks / Public Limited or Private Limited Companies, etc., for evaluating the Eligibility Criteria for pre-qualification to be provided using the format as below:

**Details of Similar Work Experience**

Sl. No	Name of work	Value of work executed (in Rs.)	Work order reference No.	Contract period		Date of completion certificate	Name and address of the Client	Uploaded page no. reference
				Commencement	completion			
1								
2								
3								

Note:

1. The copies of the documents containing above information like work order and completion certificate in the at attached Form IV (A) have to be uploaded duly self-attested.
2. 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 to be uploaded, as provided in form IV (B), only then the experience will be considered.

Yours faithfully,

(Signature of Authorized Person)

Place: .....

Name .....

Date: .....

Designation .....

Business Address: .....

.....

Seal .....



**FORM - IV (A)**

**EXPERIENCE / COMPLETION / PERFORMANCE CERTIFICATE**

*(To be issued in the Company's official letter head, sealed and signed by the Official who had issued the work order / his equivalent or his superiors)*

This is to certify that M/s ----- awarded the contract -----  
----- and executed in this organization as per the details furnished below

1. Name of the work :
2. Work order number/ agreement number and date :
3. Work order value :
4. Date of commencement :
5. Date of completion :
6. Executed value :
7. Performance of the Contractor : Satisfactory/ Not Satisfactory

(Signature)

Place: .....

Name .....

Date: .....

Designation .....

Organization with Address.....

.....

Seal .....

Note:-

- (i) Furnishing the information in the format is preferable.
- (ii) Certificate(s) in any other format containing all the required information as in Form - IV may also be furnished.



**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**

**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.

**FORM VI**

**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

**Annexure-A**

**CONTRACT AGREEMENT FORM**

This AGREEMENT is made on this ..... day of .....Month of..... Two Thousand ..... (....., 20....) Between

The Board of V.O. Chidambaranar Port Authority, a body corporate under Major Port Authority Act, 2021, having its office at Administrative building, V.O. Chidambaranar Port, Tuticorin - 628 004 (herein after referred to as the 'Board' which expression shall unless excluded by or repugnant to the subject or context be deemed to include the successor in office) of the one part

And

M/s....., (a partnership firm / proprietorship firm / company registered under the laws of India) having its place of business at ..... (here in after referred to as 'Contractor' which expression shall, unless excluded by, or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or his successors in office) of the other part

**WHEREAS** the Board of V.O.Chidambaranar Port Authority, Tuticorin is desirous of the ..... executing ..... the  
“ ..... ”

**WHEREAS** the Contractor has offered to execute, complete and maintain such works till handing over the Board and whereas the Board has accepted the tender of the Contractor for an amount of Rs. .... (Rupees ..... ) only and

**WHEREAS** the Contractor has furnished a sum of Rs. ..../- (Rupees ..... only) as Earnest Money Deposit (EMD) at the time of tendering, which will be adjusted against Security deposit as stipulated in **Clause No.28.2** of the **Section II** of the bid document and the Security deposit will be collected by deductions

from the monthly running bills, at the rates mentioned therein for the due fulfilment 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.
  - (a) Notice inviting tender
  - (b) The original Tender Document
  - (c) Bid document uploaded by the Bidder
  - (d) Work order
  - (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 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-B**

**FORM OF BANK GUARANTEE**  
**(For Performance Security)**

In consideration of the Chairman representing the Board of V.O.Chidambaranar Port (herein after called "The Port") having agreed to exempt (herein after called" said contractors") from the demand, under the terms and conditions of the contract awarded in No dated made between and for (herein after called "said Agreement") of Performance security for the due fulfillment by the said 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 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.

We\* do hereby undertake to pay the amounts due payable under this Guarantee without any demur, 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 payable by 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 of repayment 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



said Agreement had been fully and properly carried out by the said contractor's and accordingly is charges this Guarantee. Unless a demand or claim under this Guarantee is made on using 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.

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 the 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, actor 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 the effect of so relieving us.

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

We\*lastly under take not to revoke this Guarantee during its currency except with the previous consent of the Port in writing. (Validity/Period should be noted)

This guarantee is valid up to (period) Dated the.....dayof20\_\_for. .... \*\*

Indicate here the name of the Bank Indicate here the period or date



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**SECTION IX**  
**SCHEDULE OF PRICE OFFER**