

**V.O.CHIDAMBARANAR PORT TRUST**  
**CIVIL ENGINEERING DEPARTMENT**

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Engg. Dept. (Civil)  
Administrative Office,  
TUTICORIN - 628 004.  
Web : www.vocport.gov.in

**CERTIFIED UNDER**

ISO 9001:2008 ; ISO 14001:2004 and ISPS CODE

**NOTICE INVITING TENDER**

**(Only through E-Tendering Mode)**

VOCPT E-Tendering Website [WWW.tenderwizard.com/VOCPT](http://WWW.tenderwizard.com/VOCPT)

**Tender no:32 CE-II/2016-17/D.**

**dated: 11.08.2016**

V.O.Chidmbaranar Port Trust invites tenders under single cover system through “E” mode tender of (i.e.) Technical Bid and Price bid from experienced Architect/Designer should have completed the design and construction activities of swimming pool.

i	Name of work	Appointment of Architect/Designer for Design, construction of swimming pool
ii	Earnest Money Deposit	Rs.1,00,000( one lakh only ) in the form of DD/Bankers cheque in favour of FA&CAO, V.O.Chidmbaranar Port Trust , Tuticorin-628004
iii	Tender Document Fees	<b>Rs. 2000/- + 5 % VAT/- in the form of DD/Bankers cheque in favour of FA&amp;CAO, V.O.Chidmbaranar Port Trust , Tuticorin-628004</b>
iv	Downloading of Tender from VOCPT on line e-tendering web site	<b>12.08.2016 to 22.08.2016</b>
v	Last date & time for submission of Tender on line	<b>23.08.2016 up to 15.00Hrs</b>
vi	Period of completion	<b>90 days</b>
Vii	Submission of Hard copies of Technical Bid and submission of original DD of EMD/Tender fee	<b>On or before 24.08.2016</b>
vii	Online Technical Bid opening date and time	<b>23.08.2016 at 15.30 Hrs.</b>
	Validity of tender	<b>120 days from the last date fixed for receiving the tender</b>

3. The Architect/Designer shall meet the minimum qualifying criteria as follows:

A) Work Experience: The Architect/Designer shall have successfully completed the project for swimming pool design and construction during the last seven years ending July, 2016 should be either of the following as below:

a) Three completed Projects, each Project costing not less than Rs.10 lakhs

(OR)

b) Two completed Projects, each Project costing not less Rs.15 Lakhs

(OR)

c) One completed Project costing not less than Rs.25 Lakhs

Architect/Designer has to submit work order and completion certificate issued by the component Authority of the respective firms

**Note:-**

B) Financial Position: Average annual Financial Turnover of the Tenderer during last three financial years (i.e) 2012-13, 2013-14 and 2014-15 shall be at least Rs.15 lakh.

If Architect/Designer completed the works in private organization as stipulated in Minimum qualification Criteria(work experience) shall be considered only if the Tax Deduction Certificate(TDS) with respect to referred work is issued by the Competent Authority needs to be enclosed by the Architect/Designer along with the offer.

4. **Purchase of Bid Documents**

The Bid documents can be obtained from the Port Website through “E” Tender sale period from 12.08.2016 to 18.08.2016 on payment of non-refundable amount of Rs.2,000/- + 5% Value Added Tax by way of Demand Draft / Bankers' Cheque in favour of “The Financial Adviser & Chief Accounts Officer, V.O.Chidambaranar Port Trust, Tuticorin - 628 004” drawn on any Nationalized or Scheduled bank payable at Tuticorin.

5. The Architect/Designer may prior to tendering, visit the area which he/she desire at his/her own cost and understood the scope and nature work, before submit in the bid.
6. **Earnest Money Deposit**  
The tenders shall be accompanied by Earnest Money Deposit amounting to **Rs.1.00** lakhs (Rupees one lakhs) in the form of DD / Banker's Cheque drawn on any Nationalised / Scheduled Bank having its branch at Tuticorin , in favour of the Financial Adviser & Chief Accounts Officer, V.O.Chidambaranar Port Trust. The tender will not be considered without EMD. EMD in any other form will not be accepted. EMD will not bear any interest.
7. **Submission of Bid**  
Tender must be upload all the Technical and price bid details in “e” mode.

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CHIEF ENGINEER  
[ce@vocport.gov.in](mailto:ce@vocport.gov.in)

V.O.CHIDAMBARANAR PORT TRUST  
FORM OF AGREEMENT

This AGREEMENT made this.....  
day of..... (Two Thousand Fifteen ) Between the Board of  
Trustees of the Port of Tuticorin, a body corporate under Major Port Trusts Act 1963 (herein  
after called the "Board" which expression shall, unless excluded by, or repugnant to the  
context be deemed to include the successors in office) on the one part  
And.....

.....  
.....  
.....  
(hereinafter called the "Architect/Designer" which expression shall, unless excluded by, or  
repugnant to the context be deemed to include his hires, executors, administrators,  
representatives and assigns or successors in office) on the other part.

WHEREAS the Board of Trustees of the port of Tuticorin is desirous of constructing the work  
comprising.

.....  
.....  
.....  
WHEREAS the contractor has offered to execute, complete and maintain such works and  
whereas the Board has accepted the tender of the contractor and WHEREAS the contractor  
has furnished a sum of **Rs 1,00,000/- (Rupees One lakh Only)** as Earnest Money Deposit at  
the time of tendering which will be adjusted against performance security as per Clause (d) of  
the memorandum and the security deposit as per Clause (e) of the memorandum will be  
collected by deductions from the running bills, at the rates mentioned there in for the due  
fulfillment of all the conditions of this 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 contract hereinafter  
referred to.

2. The tender documents shall be deemed to form and be read and construed as part of this agreement
3. The contractor hereby covenants with the Board of trustees of Tuticorin port to construct complete and maintain the “works” in conformity in all respects with the provision of the agreement.
4. The Board of the Trustees of V.O.Chidambaranar Port hereby covenants to pay the contractor in consideration of such construction, completion and maintenance of the works the “Contract price” at the time and in the manner prescribed by the contract.

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

The common seal of the Trustees of  
V.O.Chidambaranar Port was hereinto affixed and

The Chairman thereof, has set his

Hand in the presence of

CHAIRMAN of the Board  
of Trustees V.O.Chidambaranar Port.

Signed and sealed by

The Contractor in the presence of

(Witness with address)

## V.O.CHIDAMBARANAR PORT TRUST

### 1. INTRODUCTION

#### 1. Background

V.O. Chidambaranar Port Trust is located on the South Eastern Coast of India at latitude 8° 45'N and longitude 78° 13'E. The port is well sheltered from the fury of storms and cyclonic winds. It is operational round-the-clock all through the year.

V.O. Chidambaranar Port Trust (the Authority) was declared as a Major Port by the Government of India in July, 1974. The Port has two operational wings viz. *Zone 'A'* comprising the new port and *Zone 'B'* constituting the old anchorage port, situated about 9 km away from the new port. Presently, *Zone 'A'* has fourteen (14) cargo berths including Eleven (11) alongside berths, one oil jetty and two coal jetties. *Zone 'B'* has only three berths, including one north coal wharf, one sheet pile wharf and one RCC jetty.

The Port is connected to the various trading centres within the State as also with the neighbouring States of Kerala, Karnataka, Andhra Pradesh and all major cities and ICDs by National & State Highways and broad gauge rail.

As against the total handling capacity of *Zone 'A'* assessed at 46.78 million tonnes, the port handled around 32.41million tonnes of cargo traffic during the year 2014-15

The cargo profile of the Port comprises Coal & Coke, Fertilizers, Fertilizer Raw Materials, Copper Concentrate, Food Grains, Granite, Timber Logs, Petroleum Products, LPG and various other bulk, break bulk and containerized cargoes. The port has a fleet of cargo handling equipment to serve the trade. It owns a railway network of about 10.40 KM. During 2014-15, the total traffic handled by the port was 32.41 Million tonnes and the cargo moved by Railways was about 1.72 Million tonnes.

V.O. Chidambaranar Port Trust has accredited with Quality and Environment Management Systems ISO 9001:2000 and ISO 14001:2004 & ISPS CODE.

The total volume of break bulk cargo and dry bulk cargo other than thermal coal and liquid bulk other than POL handled during 2014-15 was 22.30 MT and it is expected to reach 36.80 Million Tonnes in 2015-16 and further expected to reach about 80.80 MT in 2027-28.

The Port is well connected with national High Ways 45B with Madurai and connecting Tirunelveli by NH7 A through Port connectivity. Most of the cargoes are transporting through the trucks from the Port as well as to the Port to the destinations. At present about 2500 trucks are plying daily for loading and unloading operation at Port. Due to inadequate parking facilities inside the Port area heavy congestion near the Port gate are occurring frequently which creates hindrance to the movement of the other vehicles as well as creating the accidents. To facilitate convenient and to ensure seamless truck movement for the cargo transports Port plan to develop an integrated truck parking yard at the Port Land opposite to Fishery College.

## **2. PROPOSAL**

The Port has decided to construction of swimming pool for welfare to V.O.C. port employees. Port is proposed construct a swimming pool in the port Estate area . measuring size of 15Mx25M with provision of dress change room , bath & steam room (ladies & gents), Jacuzzi, baby pool, pump room, filtration plant etc including other miscellaneous civil works electrical and mechanical works., etc

## **3. Validity of Proposal**

The proposal shall be valid for a period of 120 days from the last date of submission.

## **4. Time for Completion**

The whole assignment has to be completed in 90 days from the (7) days after the date of issue of work order. First seven days from the date of issue of acceptance letter deemed as mobilization period.

Note: However the stage ABC of PART-A (Ref. stage wise) shall be completion with in 30 days after completion of the mobilization period.

## **5. Liquidated Damage**

If the Architect/Designer fails to complete the work in all respects within the time specified .the Architect/Designer shall pay a sum of equivalent 1% per week or part thereof the total value of the Contract subject to a maximum of 10% of the total value of Contract as liquidated as ascertained damages and not by way of penalty.

The payment of such damages will not relieve the Contractor of his obligations to complete the works or from any other of his obligations or liabilities under this Contract.

## **6. Amendment to Document**

At any time prior to last date for submission of document, VOCPT may either on its own or in response to clarification/s requested by the Bidders, amend the document by issuing Addendum / s

## **7. Scrutiny and Evaluation of Document**

### **Evaluation and Award of Work:**

#### **i) For PART-A**

As per the minimum qualifying criteria the firm who have satisfy the requirement of MQC , such firm price bid shall be taken up for evaluation . work will be awarded to lowest bidder. Irrespective quoted amount for PART-B

#### **ii) For PART-B**

The PART-B work shall be scrutinized only for qualified bidder. However , first preference should be given for negotiation to the work awarded party for PART-B by negotiation to keep at par with the other lowest bidder for PART-B

iii)Initially, the work of PART'A' will be awarded to the lowest party.

iv)VOCPT may awarded/cancel the PART-B work or execute through of the Agency etc. Chairman of VOCPT's decision in this regard in fixed and binding on both the parties.



**8. Award of Assignment**

The Bidder selected for award of assignment shall be issued a letter of award by VOCPT. This letter along with written acknowledgement of the successful Bidder shall constitute a contract between the Bidders with V.O.Chidambaranar Port Trust, till signing of formal agreement.

**9. Extension of Validity of Document**

If it becomes necessary, VOCPT may request the parties, in writing, to extend validity of their bids/ documents. The parties shall have the right to refuse such an extension without forfeiting their EMD. In case if the Bidder extends the validity then it shall also extend the validity of its EMD for corresponding period.

**10. Right to Reject any Document, Annul the Process**

Notwithstanding any other provision in the Bid Document, VOCPT reserves the right to reject/award in parts or/ any or all documents or to annul the process of submission and scrutiny of the document at any stage without assigning any reasons.

**11. General Conditions**

**Definitions and Interpretation**

The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

- (a) **"Employer / VOCPT"** means Board of Trustees of V.O.Chidambaranar Port Trust or their successors and assigns, acting through its Chairman or any other officers so nominated by the Board.
- (b) **"Bidder / Bidders / Firm"** means the person or persons, firm, corporation, Joint Venture or Company who submits the Bid and whose Bid is accepted by the Employer and includes Firm's successors and permitted assigns.
- (c) **"Assignment"** and / or **"Contract"** means and includes all the

tasks as contained in the Document, submissions of the Bidders, clarifications to these and methodology and approach as accepted by the Employer.

- (d) **"Award Price / Award Cost"** means the sum or amount for which the proposal submitted by the successful Bidders is accepted by the Employer.
- (e) **"Engineer / Officer-in-Charge"** means the Chief Engineer of the V.O.Chidambaranar Port Trust or his successor in office or any other competent person appointed by the Employer and notified to the Firm.

**Notes :**

- (i) **Singular and Plural:** Words importing the singular only also include the plural and vice versa where the context requires.
- (ii) **Headings:** The headings as mentioned in the document shall not be taken to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

**12. Security Deposit**

Security Deposit at 10% will be deducted from each payment subject to a maximum accumulation of 5% of the contract value, same shall be released after completion of assignment.

**13. Signing of Agreement**

Within 15 days from the date of Award of work. submit the Agreement Form in line with the draft enclosed (Annex-I) to the Document. On approval by the Employer, the agreement shall be got stamped by the Bidders at their cost and signed by both the parties.

**14. Confidentiality**

The Firm shall treat all the documents and information received from VOCPT and all other related documents / communications in

confidence and shall ensure that all who have access to such material shall also treat them in confidence. The Firm shall not divulge any information related to this assignment to anybody unless VOCPT authorizes this in advance in writing. The Firm shall return all the documents received from VOCPT from time to time after completion of the work related to those documents.

**15. Taxes & Duties**

The firm shall pay all taxes, levies, duties (excluding Service Tax) which they may be liable to pay to State Govt. of Tamil Nadu and Government of India or other authorities under any law for the time being in force. The firm shall further be liable to pay such increase in the taxes, levy, duty etc., under the existing law or which may be liable as a result of introduction of any law. Increase in taxes, levy, duty etc., or imposition of new taxes, levy, duty etc., shall not be ground or an excuse for not completing the Assignment within stipulated time nor a ground or an excuse for claiming any extra or additional costs nor a ground or an excuse for extension of time for completing the work. All such payments to be made by the Firm are deemed to have been included / considered while quoting for the proposal.

**16. Insurance**

Architect/Designer should have workman's compensation policy during the contract period.

**17. E-PAYMENT - Payments of contractor bills through Banks:-**

Payments due to the contractor may, if so desired by him be made to the bank instead of direct to him, provided that the contractor furnishes to the Engineer-in-Charge (1) **an authorization in the form** of a legally valid document such as a **power of attorney** conferring authority on the bank to receive payments and (2) his own acceptance of the correctness of the account made out as being due to him by employer or his signature on the bill or other claim preferred against employer before settlement by the Engineer-in-Charge of the account or claim by payment to the Bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment the contractor should, wherever possible present his bills

duly receipted and discharged through his bankers. Nothing here in contained shall operate to create in favor of the bank any rights or equities vis-à-vis the Board.

The date on which e-payment to the contractor by the employer will be considered as the date of payment for all purposes. Delay in making such payments by the employer due to exceptional circumstances shall not nullify or vitiate in any way or other the conditions of the contract and the contractor shall have no claim on this account.

The Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and shall have power to withhold any certificate if the work or any part thereof is not being carried out to his satisfaction. Balance payment will be released on completion of work to the satisfaction of Engineer's Representatives. No claim will be entertained by the Port in this account

For the e-payment, Port has made working arrangements with the following Bankers:

- a) State Bank of India, Main Office, Tuticorin.
- b) Indian Overseas Bank, Harbour Branch

The arrangements designed to work are as follows:

1. The amount due to the payee will be intimated to the port Bankers in the form of Electronic messages.
2. The Bank will arrange to credit the amount to the parties account through electronic transfer failing which by other modes as detailed further.
3. If the payee's account is with any of the computerized & net worked branches of the above named Banks, the amount due to the payee will be credited to the payee instantly without payment of Bank charges.
4. In all other cases, payment will be arranged through Banker's Cheque/ DDs by the State Bank of India through "speed post" for this the bank charges at the appropriate rates will be payable by the payee.

## E- PAYMENT FORM

To

The Financial Advisor & Chief Accounts Officer,  
V.O.Chidambaranar Port Trust  
Tuticorin- 628004.

Sir,

We hereby give particulars for payment of the Works bill / Advance etc

Sl	Particulars	
1	Name of the contractor	
2	Address of the contractor	
3	Name of the work for which payment is made	
4	Agreement dated : Work order No.	
5	Name of the bank in which contractor operating account. Either with IOB or SBI or Any other bank ( If it is other than IOB or SBI , bank commission plus postage will be deducted )	
6	Address of the Bank	
7	Branch Code No	
8	Type of Account ( Whether SB A/c or Current A/c )	
9	Account No	
10	Pan No.	
11	Service Tax Registration No.	
12	Vat TIN No.	
13	Tax Payer Identification Number (TIN)	
14	IFSC- Code of the Bank No	

Yours Sincerely

(Signature of contractor)

**18. The Architect/Designer shall be submitted with the following information**

1. Details of technical personnel proposed to be employed by the Architect/Designer on the execution work for which the tender is submitted.
2. Attested copy of return of Income Tax filed with the Indian Income Tax authorities the case of Architect/Designer who are Indian Nationals or firm or contractor companies registered in India and liable for tax under the Indian Income Tax Assessment.
3. A copy of the certified latest balance sheet in case the Architect/Designer is a firm or a company. Permanent account number of the Income Tax Assessment.

**19. Interruptions to Work**

No claim whatsoever for additional payments on account of the specified interruption will be entertained.

**20. Terms of Payment**

1. The payment will be paid to the contractor as per the price bid.(ref. Clause Annexure-I)
2. The prices shall be quoted in Indian currency i.e. in Indian Rupees.

**21 Running Account Bill and Payment.**

The Contractor shall claim “running account bills” during the execution of the works and forward to the VOCPT on stage wise completion of work. No part payment will be released. On VOCPT certifying the work done as per specifications and contract requirements, it shall be submitted to the VOCPT who will make the payment directly to the Contractor after deducting amounts towards security deposit and TDS .

