



**V.O. CHIDAMBARANARPORTAUTHORITY
TRAFFIC DEPARTMENT
e-TENDERING cum e-auction**

BID DOCUMENT FOR

“Allotment of 180 sqm open space and 360 sqm of water area for setting up a Multi-Skill Development Centre (MSDC) in Zone-B (in front of the marine workshop inside the CustomNotified Area),on short term license basis for a period of 5 years with 2% annual escalation.

TENDERNOTICENO:TRA-DOCU/1/2022-Traffic (C.No.3544)

Tender can be downloaded online from <https://etenders.gov.in/eprocure/appor> www.vocport.gov.in from 23.09.2025 to 22.10.2025 upto 15.00 hrs. Completed tenders are to be submitted online on or before 15.00 hrs on 22.10.2025 and Technical Bids will be opened at 15.30hrs on 23.10.2025

**TRAFFIC MANAGER,
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V.O.ChidambaranarPortAuthority,
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SECTION I
NOTICE INVITING TENDER (NIT) ONLY
THROUGH e-TENDERING CUM E-AUCTION
MODE

TENDER NOTICE NO:TRA-DOCU/1/2022-Traffic (C.No.3544) **Date: . . .2025**

Electronic Tenders (Two Cover system) are invited by V.O.Chidambaranar Port Authority, Tuticorin from bidders fulfilling the Eligibility Criteria for the “Allotment of 180 sqm land and 360 sqm water area for setting up a Multi-Skill Development Centre (MSDC) in Zone-B (in front of the Marine Workshop inside the custom notified area) on short term license basis for a period of 5 years with 2% annual escalation through e-auction.

1	Name of the Work	Allotment of 180 sqm open space and 360 sqm water area for setting up a Multi-Skill Development Centre (MSDC) in Zone-B (in front of the Marine Workshop inside the custom notified area) on short term licenses basis for a period of 5 years with 2% annual escalation
2	Allotment period	5 years from the date of allotment
3	Downloading of Bid document from VOC Port online e-tendering website.	<i>From 23.09.2025</i> <i>to 22.10.2025</i> (upto 15.00 Hrs) www.vocport.gov.in or https://etenders.gov.in/eprocure/app
4	Pre-bid meeting	<i>On 07.10.2025</i> at 11.00 hrs in the V.O.Chidambaranar Port Authority Conference Hall, Administrative Office Building, VOCPA, Tuticorin.
5	Last Date and Time for submission of Tenders through online.	On or Before 15.00 <i>Hrs. on 22.10.2025</i>
6	Date and Time for opening of Part-I (Cover I)(Techno-commercial bid)	At 15.30 <i>Hrs . on 23.10.2025</i>
7	Validity of tender	180 days from the date of opening of the Part-I (Cover-I) (Techno-commercial bid)
8	Earnest Money Deposit (EMD)	10% of the Reserve Price
9	Tender Submission through	e-Tender portal https://etenders.gov.in/eprocure/app

TRAFFIC MANAGER

SECTION-II

GLOSSARY

In this bid document and in the 'Contract', unless the context otherwise requires:

- i) "Authorised representative" is a person authorized to act as an authorized signatory for the business of the bidder.
- ii) "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer for rendering services or price quoted in accordance with the terms and conditions set out in the bid document of V.O.Chidambaranar Port Authority.
- iii) "Bid documents" (including the term 'bid documents' or 'Request for Proposal Documents' in certain contexts) means a document issued by the Port, including any amendment there to, that sets out the terms and conditions of the given e-tender and includes the invitation to bid.
- iv) "Bidder" (including the term 'tenderer' in certain contexts) means any person (in the form of sole proprietor) or firm or company or any other legal entity (registered under the Companies Act, Societies Registration Act, etc), participating in the e-tendering process with the Port.
- v) "Board" mean the Board Members of the V.O.Chidambaranar Port Authority, Tuticorin, which is an autonomous body under the Major Port Authorities Act, 2021 and as amended from time to time.
- vi) "Competent authority" means the Chairperson or any officer(s) authorized by the Chairperson.
- vii) "e-Tender" means conducting of procurement processes by the Port with bidders for the acquisition of works and services through the use of information and communication technology (specially the internet) with the aim of open, non-discriminatory and efficient procurement through transparent procedures;
- viii) "Earnest Money Deposit (EMD)" means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents, failure to sign the Contractor failure to provide the required security for the performance of the Contract after an offer has been accepted or failure to comply with any other condition precedent to signing the contract specified in the Bid documents.
- ix) "Traffic Manager" means the Head of Traffic Department in the V.O.Chidambaranar Port Authority appointed under the provision of the Major Port Authorities Act, 2021.

- x) “Notice Inviting Tenders” (including the term ‘Invitation to bid’ or ‘request for proposals’ in certain contexts) means a document and any amendment there to published or notified by the Port which informs the potential bidders that it intends to procure goods, services and/or works.
- xi) “Responsive bid” in relation to a bidder, means a bid submitted by a bidder that conforms to all material aspects and conditions specified in the **Section V– Evaluation of the Bid document**. If any requirements specified in **Section V – Evaluation of the Bid document** are not complied with or changes are made by the bidder in the tender document or if there is non-usage of the prescribed forms stipulated in the bid document, the bid will be considered as non-responsive and will be summarily rejected.
- xii) “Tender” means the bidder’s priced offer to the Port for allotment of Open Space inside Custom notified area for setting up a Multi-Skill Development Centre (MSDC) in Zone-B.

SECTION -III
INSTRUCTIONSTOTHEBIDDERS

1. GENERAL:

- i) Electronic Tenders (Online) are invited in “TWO COVER SYSTEM” by V.O.ChidambaranarPort Authority (VOCPA) from eligible bidders for allotment of Open Space and water area in Zone “B” NIT (Section – I) through e-auction. The bidders must fulfill the eligibility criteria and other requirements mentioned in the bid document.
- ii) The bid document containing the entire details is available at the e-Tender Portal www.vocport.gov.in and <https://etenders.gov.in/eprocure/app> for downloading during the period specified in the NIT (Section– I).
- iii) The bidders should have (a) EPF Registration Certificate (b) ESIR Registration Certificate (c) Permanent Account Number (Income Tax PAN) (d) Income tax return of preceding 3 years (e) GST Registration Certificate
- iv) The tender shall remain valid for a period of 180 days from the date of opening of the Part I (Cover I)– Techno–commercial bid.
- v) The Allotment will be in force for a period of Five years from the date of allotment of Open Space.

2. REGISTRATION IN THE e-PROCUREMENT PORT A OPEN SPACE PARTICIPATING IN THE TENDER:

- i) 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..
- ii) 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.

iii) 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. **BIDDER'S RESPONSIBILITY:**

- i) The bidder, at the bidder's own responsibility and risk is encouraged/advised to **visit the site at his own cost and examine the site** of required services and its surroundings and obtain all information that may be necessary for preparing and entering into the bid. 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.
- ii) The value quoted in the **Part II (Cover II) – 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.
- iii) The Bidder shall furnish a declaration of no deviation on Technical and commercial terms and conditions in the enclosed **Certificate of no deviation – Form V in Annexure A.**
- iv) The Bidder shall submit a declaration as provided in the **Form IV of Annexure A** of the bid document that the Bidder has no litigation and arbitration against the Port for a period of past 5 years and that the bidder has not been black listed or debarred in the last 3 years from providing service by any of the Central / State Government / Nationalized Banks/Autonomous bodies/ PSEs/PSUs and any other organisations in India prior to the submission date of tender mentioned in the NIT and the same shall be uploaded along with the bid document in the e-Tender portal <https://etenders.gov.in/eprocure/app>.
- v) The Bidder shall submit a Tender Acceptance Letter as provided in the Form VIII of Annexure A.

4. **PRE-BID MEETING**

A pre-bid meeting will be conducted on the date, time and place as specified in NIT at V.O.Chidambaranar Port Authority, Tuticorin. **Bidders who have downloaded the tender document** can participate in the pre-bid meeting or the queries can be sent to the designated e-mail id by xx.xx.2025 at 11.00 Hrs (date and time) and the replies to queries will be published on the website, which shall form part of the tendering process. Any queries received after the due date shall not be considered and no reply to such queries will be given.

5. CORRECTION/VARIATION:

- i) All corrections and alterations in the entries of the bid documents shall be attested with full signature of the Bidder with date. No erasures or over-writings shall be made.
- ii) The Bidders should not upload any revised or amended offers after the opening of the tender. If any such document is found in the bid, the same will be rejected.
- iii) Bid should be complete in all respects for taking a decision immediately on opening of the tender.

6. TRANSFER OF BID DOCUMENTS:

Transfer of bid documents downloaded by one intending Bidder to another is not permissible.

7. ADDENDA/CORRIGENDA:

- i) 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.
- ii) 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> and [www.vocport.gov.in.Bidders](http://www.vocport.gov.in/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.
- iii) In order to afford prospective bidders reasonable time to take the amendment into account in preparing their bids, VOCPA may, at its discretion extend the deadline for the submission of bids.

8. INCOMPLETE DETAILS AND CANVASSING:

- i) The Port does not bind itself to accept the highest tender and may reject any or all tenders received without assigning any reason, whatsoever. Tenders in which any of the particulars and prescribed information is inadequate or incomplete in any respect and / or the prescribed conditions are not fulfilled such tenders are liable to be rejected. Canvassing in any form by the Bidders will result in their tender being rejected.
- ii) 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.

9. HISTORY OF LITIGATION

A consistent history of litigation or arbitration awards against the applicant may result in disqualification.

10. SIGNING OF THE BID DOCUMENTS:

All pages of the bid documents and the documents submitted in support of the eligibility of the Bidder pre-qualifying in the tender (as stated in **Annexure A**) to be uploaded by the Bidder, which shall be originally signed with date and seal at the lower right hand corner and shall be serially numbered, wherever required by the Bidder himself or a person holding power of attorney duly authorized and competent to do so on behalf of the Bidder, as furnished in **Form IV of Annexure A** of the bid document, before submission of the tender.

11. DECLARATION BY THE BIDDER

The bidder in a hundred rupees non-judicial stamp paper shall furnish a declaration to the effect that he has completely read the bid documents and found himself to be eligible before submission of the bid, as specified in **Form VII of Annexure A**.

12. BIDSUBMISSION

- i) The bidders who intend to bid are required to download and print out the bid document along with its Annexure and Forms and fill up the same. A scanned copy of this filled up bid document shall be submitted online through the above website using their respective user-id and password in order for their bid to be considered. *(The scanned copies of the supporting documents shall be uploaded in the form and manner as mentioned in the "Qualification and Responsiveness Information of Annexure A" of the bid document)*
- ii) The bid follows two cover system and e-auction mode. Bidders are required to submit Techno Commercial/ qualification details in Part I (Cover I) and Price bid separately in Part II (Cover II) electronically. Both shall be submitted simultaneously.
- iii) Both Part-I and Part-II bid documents are required to be submitted only through the above-mentioned electronic mode and tender submitted through any other mode will be summarily rejected and no correspondence on such matter will be entertained for the reasons whatsoever.

13. EARNEST MONEY DEPOSIT (EMD):

- i) In order to be considered for the bid, the Bidders shall make payment of EMD at 10% of the reserve price

of the bid through online payment gateway mode in CPP E-tendering Portal.

- ii) The bid security may also be accepted in the form of Insurance Surety Bonds, Account payee Demand Draft, Fixed Deposit receipt, Bankers Cheque or Bank Guarantee from any of commercial banks having a branch at Tuticorin. The bid security instrument shall be valid till the validity of the tender.

A	Name and address of the bank	Indian Overseas Bank, Harbour Branch, Tuticorin- 628 004.
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

- iii) The Earnest Money Deposit (EMD) furnished by all unsuccessful bidders will be returned through the e-payment system of CPP Portal, after the expiry of the final tender validity period or 30 days from the date of issue of the allotment order. The Earnest Money Deposit (EMD) of the successful bidder shall be adjusted against Security Deposit.
- iv) No interest shall accrue or is payable on the EMD from the date of its remittance till it is returned to the bidders.
- v) The bidder other than an MSE unit should pay the EMD through online payment gateway mode in CPP e-tendering portal otherwise his/ her/ their bid will be rejected. EMD in the form of cash/ demand draft or any other form shall not be accepted. The MSEs are required to furnish relevant valid certificate for claiming exemption. This valid certificate shall be uploaded in the bid. Failing which the bid shall not be evaluated.
- vi) A bidder's bid security will be forfeited if the bidder:
1. Withdraws or modifies an offer within the validity period of the bid, after the deadline for submission of such documents.
 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 its eligibility / qualification

5. In case of any bidder found indulged in corrupt, fraudulent, coercive, undesirable and restrictive practices during the bidding process and

- vii) If the successful bidder on award of allotment fails to remit the Deposit Amount or to sign the contract within the specified or extended time, the EMD shall be forfeited and the bidder shall be debarred/ black listed for a period of three years.
- viii) No interest shall accrue or is payable on the EMD from the date of its remittance till it is returned to the bidders.
- ix) Any bidder who is claiming exemption from payment of EMD based on any Central/ State Government certification, the same shall be considered for such exemption provided that the firm uploads the said valid certificate copy at the time of submission of their bid documents along with the details duly filled in **Form VI** of Annexure A.

14. UPLOADING OF BID DOCUMENTS

- i) The Bidder shall on its own responsibility have to download and upload the bid document in the provided e-Tender portal. The Bidder has to make his own arrangements to overcome the internet, electricity or other connectivity failures to complete the tender filling online at his own risk and cost and the Port will not be responsible for such failures or shall not be liable to extend or accept such delayed or incomplete tender, for reasons whatsoever.
- ii) The terms of the tender schedule, conditions of contract and any other documents attached to the bid document shall not be defaced or detached from it and the same has to be uploaded in whole as per the instructions provided in the bid document or in the e-Tender portal.

15. DOCUMENTS TO BE UPLOADED BY THE BIDDER TO PARTICIPATE IN THE e-TENDER

In order to file an error-free tender, the bidders may make use of the qualification documents to be uploaded list provided in the **Qualification and Responsiveness Information in Annexure A** of the bid document to identify the documents to be scanned and uploaded in support of their bid. The list is not exhaustive and only indicative. Hence the Bidder is advised to read the entire bid document carefully and determine any other documents which need to be uploaded, as a support to their qualification to the bid.

16. QUOTING OF RATES FOR PRICE BID:

- i) The bidder shall quote the rate for the bid as specified in Part II (Cover II) – price bid

- ii) The Bidder shall quote the rate in figures as well as in words in English. In case of any discrepancy between figures and words, the rates in words shall prevail.

17. BID OPENING:

- i. The **Part I (Cover-I)– Techno-commercial Bid** containing the techno-commercial documents listed in the **Qualification and Responsiveness Information in Annexure A** and any other documents uploaded by the Bidders will be opened through online on xx.xx.2025 at 15.30 Hrs., as indicated in the NIT in the presence of such bidders and/or their authorized representatives who wish to be present at the time of opening at their own cost.
- ii. The price bid of the shortlisted bidders, i.e., technically qualified bidders will alone be opened by the Port on a date and time to be notified later. The bid shall be opened in the presence of such bidders and / or their authorized representatives, who wish to be present at the time of opening, at their own cost.

18. E-auction

The e-auction shall be conducted through CPP portal on a date and time notified by the Port. The highest amount quoted shall be fixed as the reserve price. The bidders who have submitted their bid and are technically qualified in the Techno-commercial bid are eligible to participate in the e-auction.

19. BID VALIDITY

- i) The bids shall be valid for a period of 180 **days** from the date of opening of Tender.
- ii) During this period, the bidders 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.
- iii) 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 email. A bidder may refuse the request without any risk of forfeiture of Bid Security (EMD).
- iv) 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.

20. PAYMENTS

All payments will be made only in Indian Rupees and no foreign exchange will be accepted for this allotment.

21. EXPENSES INCURRED BY THE BIDDER

The Port shall not be responsible for any direct or indirect expenses incurred by the Bidders in preparing, submitting and/or personally attending at the time of opening the techno-commercial bid / price bid or at any other time.

22. COMMUNICATION FOR INFORMATION

Any further information regarding the subject tender may be obtained in writing from the Traffic Department, V.O.Chidambaranar Port Authority.

Traffic Manager,
Traffic Department,
V.O.Chidambaranar Port Authority,
Tuticorin– 628 004, India.
Phone: 0461– 2372400
e-
Mail: tm@vocport.gov.in
site: www.vocport.gov.in

SECTION IV
TECHNO-COMMERCIAL QUALIFICATION CRITERIA FOR THE BIDDERS
(COVERD) – Techno- Commercial Bid

1. MINIMUM ELIGIBILITY CRITERIA:

- 1.1 Marine institutions/colleges/academies conducting courses approved by DG Shipping and affiliated to Indian Maritime University shall be eligible to participate in the tender
- 1.2 The Tenderer shall have to furnish the Solvency Certificate not older than three months from the date of opening of tenders, for an amount of equivalent to 20% of the total reserve price as per **Schedule – “A” (Section-VIII)** for the open space in which they want to bid issued by any Nationalized / Scheduled Bank.
- 1.3 **Financial Position:** Average annual audited financial turnover of the Tenderer during last three financial years (i.e.) 2022-23, 2023-24 and 2024-25 shall be at least 30% of the total Reserve Price as per Schedule – “A”. The details shall be furnished in **Form III**

SECTION V
EVALUATION OF THE BID DOCUMENT

1. Determination of Responsiveness

A responsive tender is one which inter-alia confirms to all the terms and conditions including general and special conditions of the entire bid documents without any deviation or reservation and the same shall be determined as described below:

The bidders should scan and upload the following documents in the e-Tender portal, failing which their offer will be treated as non responsive and their bid will be summarily rejected without techno commercial evaluation

- i) The copies of valid certificate issued by Central / State Government for exemption from payment of EMD, if applicable **Form VI – Annexure-A**
- ii) Self-attested scanned copy PAN, GST, TDS, EPF, and ESI
- iii) Copies of the Income tax return, Profit & Loss statement and Balance sheet duly certified by the Chartered Accountant. **(as per Form III- Annexure-A)**
- iv) Scanned copies of original registration certificate documents incorporating the legal entity and defining its legal status, place of registration and principal place of business, etc.
- v) Declaration of Authorized Representative of the bid in **Form X of Annexure A** (if applicable) **in non-judicial stamp paper** with denomination not to be lesser than Rs.100/-
- vi) The bidder must not have been declared ineligible / black listed by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies in the past 3 years prior to the date of publication of NIT. A declaration to the effect should be furnished in **Form IV of Annexure A**.
- vii) Information regarding any litigation and arbitration against the Port during the past five years prior to the date of publication of NIT, in which the Bidder is involved, the parties concerned and disputed amount in **Form IV of Annexure A**

2. Commercial Bid Evaluation

- i) The financial capability will be evaluated based on the information provided in **Form III Of Annexure-A**
- ii) After scrutiny of the documents uploaded in the **Part-I (Cover-I) – Techno-Commercial Bid**, the eligible bidders will be pre-qualified based on the details provided by them.
- iii) The tenders, which do not satisfy the qualifying criteria as mentioned under **Section IV – Techno-commercial qualification criteria for the Bidders**, shall be rejected without

assigning any reason.

- iv) The Port may verify the original documents of the scanned copies uploaded by the Bidder during evaluation or at any time, if required. In case the documents submitted by the bidders found to be forged/ false, the Port will take appropriate penal action including cancellation of the work order issued and blacklisting of the firm/ company for a period of 3 years.
- v) The short listed bidders after the techno commercial evaluation will be informed through e-mails after short listing and the same will also be published in the Port website. Any bidders who had participated in the tender having any objections or observations shall inform the same to the designated e-mail id, within a period of seven days from the date of publishing in the website. Objections if any, received after this date will not be entertained.
- vi) Objections so received will be duly examined as per the terms and conditions of the tender and the decision will be posted on the website. The decision of the competent authority, in this regard, will be final and binding and no further objections will be entertained once the decision is finalised.

3. **Price Bid Evaluation**

- i) The bidders shall quote rates in the form **Part II (Cover II) – Price bid** provided in **Annexure-B** of the bid document. The Price bid of the shortlisted bidders i.e., technically qualified bidders will alone be opened by the Port on a date and time to be notified later. The bid shall be opened in the presence of such bidders and/or their authorised representatives, who wish to be present at the time of opening, at their own cost.
- ii) After opening of the price bids, the same shall be listed out and read out to the bidders who are present at the time of opening of price bid and no separate communication on the price quoted shall be sent to the bidders.
- iii) The price bid will be evaluated based on the rate quoted by the bidders in the **Part II (Cover II) – Price bid**.
- iv) Commercial Bid of the technically qualified tenderers will be opened on intimation to the qualified tenderers and the technically qualified tenderers will be allowed to participate in E-auction through NIC CPP portal.

4. E-auction Process

- i) The highest amount quoted against the open space and adjoining water area in the price bid shall be added and fixed as the reserve price. The bidders who have submitted their bid and are technically qualified in the Techno-commercial bid are eligible to participate in the e-auction.
- ii) Bidding Window and auto extension: The e-auction will be conducted in real time through the CPP portal
- iii) The bidding window shall remain open for a period of one hour on the scheduled date and time notified.
- iv) The e-auction bidding system shall have an auto-extension feature. If a valid bid is received within the last 5 minutes of the scheduled closing time, the bidding window shall be automatically extended by another 5 minutes from the time of that bid.
- v) Such auto-extensions shall continue until no further valid bid is received during the extended period, after which the auction shall close automatically.
- vi) The time indicated on the e-auction portal shall be treated as final and binding for all purposes.

5. Clarification on Bids

During evaluation and comparison of the bids, the VOCPA may, at his discretion, ask the bidder for clarification on the bid. The request for clarification shall be given in writing by registered/ Speed Post/ Registered e-mail/uploaded on the e-procurement Portal, asking the bidder to respond by a specified date, and also mentioning there in that, if the bidder does not comply or respond by the date, his bid will be liable to be rejected. Depending on the outcome such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered, or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. **(Example:** if the Permanent Account Number, registration with GST has been asked to be submitted and the bidder has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after

submission of the tender, only related shortfall documents should be asked for and considered.

6. Award of Allotment Order

The Tender Inviting Authority, on behalf of VOC Port Authority, will issue the allotment order to the highest bidder after completion of e-auction.

7. Port'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 the allotment without thereby incurring any liability to the affected Bidder or Bidders on the grounds of VOC Port Authority's action.

SECTION VI
GENERAL INSTRUCTIONSTOTHE
SUCCESSFULBIDDER

1. Letter of Intent (LOI)

- i. The letter of intent will be issued to the successful bidder through e-mail/post after e-auction with the approval of the competent authority for fulfillment of the formalities.

2. Letter of Acceptance (LOA)

- i. The successful bidder shall duly inform his acceptance in writing within 7 days of receipt of the Letter of Intent.

3. AllotmentOrder

- i. After payment of advance the Port shall issue Allotment Order to the successful bidder.

4. Payment of Charges

- i. Ground Rent / License Fee / Lease Rent and any other applicable charges (GST, Security Deposit, Advance Rent, etc.) shall be paid as per the terms of allotment.
- ii. Delay in payment shall attract **interest / penal charges** as per Port's Estate Policy.

5. Utilization of Space

- i. The allotted open space shall be used **only for the purpose** specified in the allotment order / agreement.
- ii. Sub-letting, transfer, or change of use is **strictly prohibited** without prior written approval of the Port.

6. Maintenance of Space

- i. The licensee/lessee shall maintain the allotted area in a **clean, safe, and environmentally compliant condition**.
- ii. Boundary marking, fencing, or temporary structures may be put up only with prior approval of the Port.

7. Compliance with Laws

- i. The allottee shall comply with all applicable laws, rules, and regulations, including Customs, Pollution Control Board, Fire & Safety, and other statutory requirements.
- ii. The allottee shall hereby submit to the jurisdiction of the courts situated in Tuticorin for

the purposes of actions and proceedings arising out of this agreement.

- iii. Necessary clearances (if any) shall be obtained by the allottee at their cost.

8. Safety & Security

- i. The allottee shall ensure that activities carried out in the open space do not endanger Port assets, human safety, or the environment.
- ii. Port Security regulations shall be followed at all times.

9. Surrender / Vacation

- i. On expiry or termination of the allotment, the open space shall be vacated peacefully and handed back in good condition, free from encumbrances.
- ii. Any structures / materials left behind after notice period will be removed at the cost and risk of the allottee.

10. Inspection by Port

- i. The Port reserves the right to **inspect the allotted space at any time** to verify proper utilization, compliance with agreement terms, and safety norms.

11. Termination

- i. In case of violation of conditions, non-payment of dues, or unauthorized use, the allotment is liable for cancellation, with forfeiture of deposits and recovery of Port dues.
- ii. In case of Directorate General of Shipping cancels the approval for conducting the course and de-recognition of the bidders institute by Indian Maritime University, the bidders have to renew such approval/ recognition within the period of two months, failure which the allotment is liable for cancellation.

12. Resumption of Land by Port

- i. If at any time the Port requires the allotted land, either in whole or in part, for development, operational, or strategic purposes, the Port shall be entitled to resume possession of the said land by giving the allottee a two month prior notice of in writing. In such cases, Port shall not pay any compensation

13. Other Conditions

- i. Any other terms and conditions specified in the **Port's Estate Policy / Tender**

Document shall be binding on the allottee.

14. Disputes Resolution:

- i. If any dispute, difference, question or disagreement or matter whatsoever, arises, before/after completion or abandonment of work or during the period of allotment, between parties, as to the meaning, operation or effect of the allotment thereof the same shall be referred to the Traffic Manager, V.O.Chidambaranar Port Authority, Tuticorin.
- ii. In case the dispute is not resolved the same shall be referred to the committee headed by Deputy Chairperson and other members to be nominated by Chairperson, VOCPA.
- iii. If the dispute remains unresolved, the same shall be referred to the Chairperson, VOCPA whose decision, in this regard, is final.
- iv. Related disputes will be adjudicated as per Public Premises (Eviction of Unauthorized occupants) Act, 1971 including any amendment thereof.

15. Applicable Law and Jurisdiction

The Allotment shall be governed by and constructed according to the laws in force in India. The Allottee shall hereby submit to the jurisdiction of the courts situated at Tuticorin for the purpose of actions and proceedings arising out of this contract and the courts at Tuticorin shall have the sole jurisdiction to hear and decide such actions and proceedings.

16. Permission for construction

- i. No construction within the allotted land and shall not be allowed.

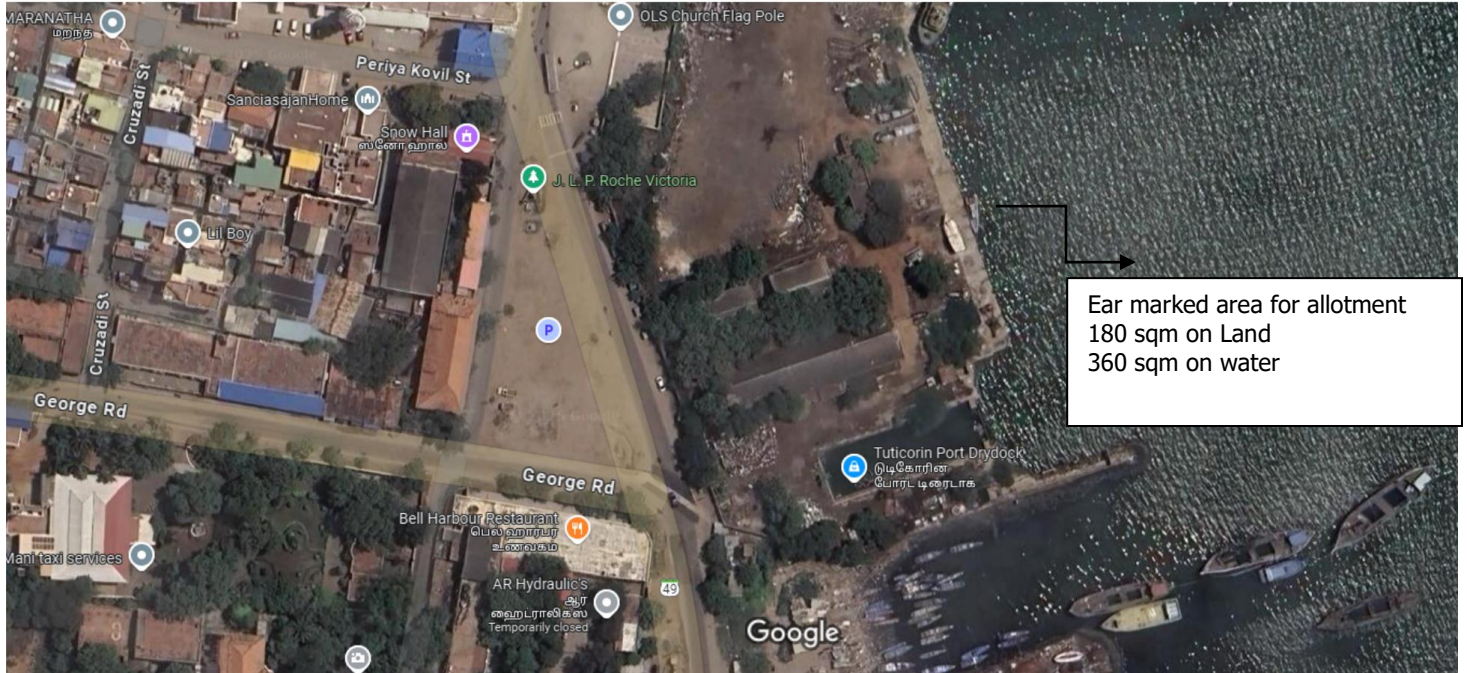
17. Indemnification of V.O.Chidambaranar Port Authority

The allottee shall at his own expense compensate for any injury, loss or reinstate and make good to the satisfaction of VOCPA for loss or damage occurred to any property or rights of VOCPA whatever, including VOCPA's agents / servants / employees / or any other third party arising out of or in anyway in connection with the execution or purported execution of the agreement and further the allottee shall indemnify VOCPA against all claims enforceable against VOCPA.

SECTION - VII

LOCATION OF THE AREA PROPOSED FOR ALLOTMENT OF 180 SQM LAND AND 360 SQM WATER AREA FOR SETTING UP A MULTI-SKILL DEVELOPMENT CENTRE (MSDC) IN ZONE-B

Google Maps



SECTION- VIII**SCHEDULE -A**

“ALLOTMENT OF 180 SQM LAND AND 360 SQM WATER AREA FOR SETTING UP A MULTI-SKILL DEVELOPMENT CENTRE (MSDC) IN ZONE-B (IN FRONT OF THE MARINE WORKSHOP INSIDE THE CUSTOM NOTIFIED AREA) ON SHORT TERM LICENSE BASIS FOR A PERIOD OF 5 YEARS WITH 2% ANNUAL ESCALATION

(All the rates are excluding GST)

Sl. No	Purpose	Location	Land Area (in Sqm)	Reserve Price				EMD 10% of 'C'	Solvency 20 % of 'C'	Average Annual Turnover 30 % of 'C'
				Per Sqm (in Rs.) A	Per month (in Rs.) B	12 Months (in Rs.) C	Lumpsum Price for 12 months (in Rs.)			
01	Multi Skill Development Centre	Infront of Marine Workshop	180	206.94	37249.2	446990.4	893980.8	89398.08	178796.2	268194.2
		Adjoinin g water area of above	360	103.47	37249.2	446990.4				

ANNEXURES AND FORMS

ANNEXURE A

QUALIFICATION AND RESPONSIVENESS INFORMATION

LIST OF DOCUMENTS TO BE ENCLOSED

All bidders shall include the following information with their bids by scanning the relevant documents after being filled, signed with seal and serially numbered by the Bidder. The above shall be uploaded using their user-id and password in the E-tender portal on or before the last date of submission of tender mentioned in the NIT towards Part I (Cover I)– Techno-commercial bid.

PART-I(COVER-I)–TECHNO-COMMERCIAL BID

Sl.No	Qualification Documents to be uploaded	Uploaded Page Ref No.
1.	Notice Inviting Tender (NIT)	
2.	Form I– Bidder's Bid cover letter	
3.	Form II– Details of the Bidder	
4.	Form III– Financial capability [as per Para No.2 (i) Section V] Copies of the Income tax return, Profit & Loss statement and Balance sheet duly certified by the Chartered Accountant	
5.	Form IV– Declaration of litigation and Blacklisting [as per Section V(1) (vi)]	
6.	Form V– Certificate of no deviation in the Tender Conditions [as per Para No. 3 (iii) of Section III]	
7.	Form VI– Declaration & Undertaking by the bidder who is claiming exemption from payment of EMD based on any Central/State Government certification	
8.	Form VII– Declaration by the Bidder [as per Para No. (11) of Section III]	
9.	Form VIII – Tender Acceptance Letter	
10.	Form IX– Bank Mandate Form (Bank account details of the bidder)	
11.	Form X– Declaration of Authorised Representative	
12.	Affiliation certificate issued by Indian Maritime University.	
13.	Copy of Directorate General of Shipping approval for conducting courses	
14.	Copies of original registration certificate documents incorporating the legal entity and defining the constitution or legal status, place of	

	registration and principal place of business	
15.	Copy of GST registration certificate and GST TDS certificate	
	Copy of PAN Card	
16	Copies of	
	1.EPFregistrationcertificate,	
	2.ESIregistration certificate,	
17.	Total number of the pages uploaded by the bidder(mentionthepage no. starting from to end)	
	1. Startingpageno.	
	2. Ending pageno.	
	3. Totalnumberofpages	

(Fill the page numbers where the documents have been uploaded in the table provided above)

*The above qualification documents to be uploaded list is subject to changes as per the requirement of the concerned department

Place:.....

Date:.....

Signature and seal of the Authorized
Representative of Bidder

BIDDER'S BID COVER LETTER

1. RegisteredBusinessName :
2. RegisteredBusinessAddress :
3. Name,Designation&addressofthe
Contactpersontowhomallreferences :
Shallbemaderegarding this tender
4. Telephone/MobileNo :
5. E-Mailid :

To
TheTrafficManager Traffic
Department,
V.O.ChidambaranarPortAuthority,
Tuticorin– 628 004,

Sub:

Ref:TenderNo.**TRA-DOCU/1/2022-Traffic (C.No.3544)**

Dt.**xx.xx.2025**

Sir,

1. We hereby apply to be qualified for the tender invited by the V.O.Chidambaranar Port Authority, Tuticorin as a bidder for the work“ ”
2. We hereby give our consent to the Port or its authorized Representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this, we here by authorize (any Public Official, Engineer, Bank, Depository, Manufacturer, Distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by the Port to verify statements and information provided in this application or regarding our competence and standing.
3. We the undersigned have read and examined in detail the bid document in respect of the Allotment of 180 sqm land and 360 sqm water area for setting up a Multi-Skill Development Centre (MSDC) in Zone-B (in front of the Marine Workshop inside the custom notified area) on short term license basis for a period of 5 years with 2% annual escalationand do here by express our interest to execute the intended work.
4. The names and positions of persons who may be contacted for further information, if required, are as follows:

- a) For Technical: Shri/Smt.....(Name, position, Address, contact number and e-mail id)
 - b) For Financial: Shri/Smt.....(Name, position, Address, contact number and e-mail id)
 - c) For Personnel: Shri/Smt.....(Name, position, Address, contact number and e-mail id)
5. We declare that the statements made and the information provided in the application are complete, true and correct in every detail.
6. We understand that V.O.Chidambaranar Port Authority reserves the right to reject any application without assigning any reasons.

Thanking you,

Respectfully,

Place: Tuticorin-

Date: *.*.2025

Signature and seal of the Authorized
Representative of Bidder

BIDDER DETAILS

1. Name of the Organization :
2. Address(In Detail) :
3. Telephone Number :
4. e-Mail Id :
5. Port SAP Code :
6. Permanent Account Number (PAN) :
7. Bank Name :
8. Bank Branch Address (In Detail) :
9. Bank Branch Code :
10. Bank Account Number :
11. Bank Account Type :
12. Magnetic Ink Character Recognizer (MICR) :
13. Tax Identification Number (TIN) :
14. GST Registration Number :
15. GST Registration Code :
16. CST Registration Number :
17. Employee Provident Fund (EPF)
Registration Number :
18. Employee State Insurance Scheme (ESIS)
Registration Number :
19. IFSC Code :

20. Brief Description for which the Open Space is proposed to be licensed.

AUTHORISED SIGNATURE

ALONG WITH SEAL

The above documents details filled and photo copy is enclosed in the tender documents.

(To be in the Firm's letterhead)

FINANCIAL CAPABILITY

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

<i>Sl.No.</i>	<i>Financial year</i>	<i>Total Turnover</i>	<i>Uploaded page no. reference</i>
01	Year 2022–2023	Rs.....	
02	Year 2023–2024	Rs.....	
03	Year 2024–2025	Rs.....	

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

Yours faithfully,

(Signature of Authorized Person)

Place:

Name.....

Date:

Designation.....

Business Address:

.....

Seal.....

B. Income Tax– Details for Previous 3 financial years

DECLARATION ON LITIGATION AND BLACKLISTING

Declaration to be issued on the official letterhead stating the following that

WE DECLARE THAT:

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

Yours faithfully,

(Signature of Authorized Person)

Place:

Name

Date:

Description

Business Address:

.....

Seal

Witness with signature

1) Name & Address

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

2) Name & Address

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

CERTIFICATE OF NO DEVIATION

This is with reference to Tender No.....for **“Allotment of 180 sqm land and 360 sqm water area for setting up a Multi-Skill Development Centre (MSDC) in Zone-B (in front of the Marine Workshop inside the custom notified area) on short term license basis for a period of 5 years with 2% annual escalation”** in V.O.CHIDAMBARANAR PORT AUTHORITY”

I/We.....(NameoftheBidder/Authorised Representative of theBidder)
of M/s..... (Name of the organisation), hereby certify that there is no
deviation from the Tender conditions either technical or commercial or tender enquiry and I/We
am/areagreeing to all theterms and conditionsmentioned and comprised inrelation to theabove
mentioned Tender.

Yours faithfully,

(SignatureofAuthorizedPerson)

Place:.....

Date:.....

Name.....

Description.....

Business Address:.....

.....

Seal.....

Witnesswithsignature

1)Name&Address

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

2)Name&Address

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

(To be in the Company letter head)

Date:.....

Declaration & Undertaking by the Bidder who is claiming exemption from payment of EMD based on any Central/ State Government Certification

Sl. No.	Particulars	Details
1	Is your organization Proprietary/Partnership /Private Limited Company/Public Limited Company/ Others
2	Does your organization belong to Micro /Small / Medium scale Industry / Start-ups/others (Please tick mark appropriate box. If bidder is Startup & MSE, then please tick mark both)	<input type="radio"/> Micro <input type="radio"/> Small Scale <input type="radio"/> Medium <input type="radio"/> Startup Company <input type="radio"/> Others
3	Whether Manufacturer for the tendered items (supply) / Service Provider for the tendered services as per MSE certification. (Please tick mark the appropriate)	<input type="radio"/> Manufacturer for supply items <input type="radio"/> Service Provider for services <input type="radio"/> Trader/reseller/authorized agent/distributor/manpower services <input type="radio"/> Non-MSE Bidder
4	Attach the copy of the certificate	<input type="radio"/>

Note:

The above details are furnished only for the purpose of claiming exemption from Earnest Money Deposit (EMD).

Declaration:

We declare that the above details are true. In case any of the details are found to be false/untrue, our offer will be liable for rejection /cancellation of order/ subjected to appropriate actions as per tender Terms & Conditions.

Authorized Signatory
(With Company Seal & Signature)

DECLARATION BY THE BIDDER
(To be provided in 100 Rs Stamp Paper)

To

The Chair Person,
V.O.Chidambaranar Port Authority

I/We M/s..... represented by its Proprietor / Managing Partner / Managing Director having its Registered Office at and do declare that I/We have carefully read all the conditions of tender with NIT No....., dated....., "Allotment of 180 sqm land and 360 sqm water area for setting up a Multi-Skill Development Centre (MSDC) in Zone-B (in front of the Marine Workshop inside the custom notified area) on short term license basis for a period of 5 years with 2% annual escalation". Further I/we confirm our eligibility for this tender and quoted as per the tender condition and Governing laws of India, in case of typographical error found in submitted documents/affidavits/declarations, in this case we accept all the Terms and conditions of bid documents and hereby confirm as under.

1. I/We have not made any counter conditions stipulation and conditions and I/We agree that in the event of any such counter conditions my/our tender will be summarily rejected and such offer will not be evaluated and considered at all by you.
2. I/We do hereby declare that we have not been blacklisted/ debarred by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalised Banks / Public Limited or Private Limited Companies, etc., from taking part in the tendering process.
3. I/We have not made any payment or illegal gratification to any person/authority connected with the tendering process so as to influence the tendering process and have not committed any offence under the Prevention of Corruption Act in connection with the tender.
4. I/We hereby declare that, all information furnished by me/us with this tender is true to best of my/our knowledge, belief and in case, if it is found that, the information furnished is not true or partially true or incorrect, I/We agree that my/our tenders shall be summarily rejected without prejudice to the right of the Board of Trustees of Port of V.O.Chidambaranar Port Authority to take further action in to the matter.

Witness's

Signature: _____
Name: _____
Address: _____

Tel.No: _____

Mobile no.: _____

Date: _____

Bidder's

Signature: _____
Name: _____
Address: _____

Tel.No: _____

Mobile No: _____

Date: _____

TENDER ACCEPTANCE LETTER

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

To
The Traffic Manager
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 here by and agree the terms /conditions /clauses contained therein.
3. The corrigendum(s) issued from time to time by V.O. Chidambaranar Port Authority for the above subject work has also been taken into consideration while submitting this acceptance letter.
4. I/ We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum (s) in its totality /entirety.
5. I / We do hereby declare that our firms have not been blacklisted/debarred by any Govt. Department/ Public sector undertaking.
6. I / We certify that all information furnished by me/ us is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then V.O.Chidambaranar Port Authority shall without giving any notice or reason therefore, summarily reject the bid or terminate the contract ,without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely

Yours faithfully,

(Signature of the bidder with official seal)

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

BANK MANDATE FORM

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

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

Name & Seal of the Bank with Date

FORM X

DECLARATION OF AUTHORIZED REPRESENTATIVE
(To be provided in non-judicial stamp paper with denomination not to be less than
Rs.100/-)

(Separate Form to be submitted for each Signatory with details of Proprietor or Partner or Managing Director)

I/We,.....(Name) being the (Partners/Karta/Managing Directors and whole time Director /Members of Managing Committee of Associations /Board of Trustees etc.) of.....(Name of the Bidder), hereby solemnly affirm and declare that the(Authorized Signatory) is hereby authorized, vide Resolution No..... dated.....(Resolution Date)(copy submitted herewith), to act as an authorized signatory for the business.....(Name of the Bidder) for which submission of bid is being filed under the tender. All his actions in relation to this tender will be binding on me/us.

Signature of the person competent to sign

Name:.....

Description:.....

Name of the Business Entity:.....

Acceptance as an Authorized Signatory

I (Authorized Signatory) hereby solemnly accord my acceptance to act as an authorized signatory for the above referred business and all my acts shall be binding on the business.

Signature of Authorized Signatory

Name:.....

Description:.....

Place:.....

Date:.....

Note:

1. For the purpose of this tender and the Agreement, the tender, forms, Agreement and other documents shall be signed only by the persons, who are themselves in a position to

undertake the work and possessing all other resources required for the purpose. The tender shall contain the name, residence and place of business of the person or persons submitting the tender and shall be signed by the Bidder with his usual authorized representatives followed by the name and Description of the person signing the document along with a copy of the partnership deed. A copy of the constitution of the firm with the names and addresses of all the partners shall be furnished.

2. Tender by a corporation shall be signed in the name of the corporation by a duly authorized representative, and a power of attorney in that behalf shall accompany the tender. In the case of company, a copy of the Memorandum and Articles of Association shall be furnished.
3. Tenders may be submitted by agents on behalf of their principals, but in such cases the Board reserves the right to enter into contract with the principals, Director, with the principals and agents jointly as deemed appropriate.

PART-II
COMMERCIAL - Bid

Annexure-B

“ALLOTMENT OF 180 SQM LAND AND 360 SQM WATER AREA FOR SETTING UP A MULTI-SKILL DEVELOPMENT CENTRE (MSDC) IN ZONE-B (IN FRONT OF THE MARINE WORKSHOP INSIDE THE CUSTOM NOTIFIED AREA) ON SHORT TERM LICENSE BASIS FOR A PERIOD OF 5 YEARS WITH 2% ANNUAL ESCALATION

Sl.No	Item Description	Quantity	Basic rate in figures to be entered by the Bidder (in Rs.)	Total Amount for 12 months without Tax in Rs.	Total Amount in words
1	2	3	4	5	6
1	<p>Allotment of 180 sqm land and 360 sqm water area for setting up a Multi-Skill Development Centre (MSDC) in Zone-B on short term license basis for a period of 5 years with 2% annual escalation</p> <ol style="list-style-type: none"> 1. Land Area reserve price for 12 months for 180 sqm-Rs.446990.4 2. Adjoining Water Area reserve price for 12 months for 360 sqm-Rs.446990.4 3. Total reserve price for 12 months-Rs.893980.8 	1			

ANNEXURE-C

EMDBANKGUARANTEE

Name of the Beneficiary:

FA&CAO
V.O.Chidambaranar Port Authority,
Tuticorin.

(Hereinafter referred to as Beneficiary/Government)

Applicant/Bidder

Name of Bidder :
Address :

NIT No. :

BANK GUARANTEE No. :

BANK GUARANTEE Amount : **Rs./-** (Rupees in words... ..)

Bank Guarantee covers from :

Bank Guarantee Expiry Date :

Last date for lodgement of claim :

WHEREAShaving their registered office at (Hereinafter

Called the 'bidder') wish to participate in the tender No. for of V.O.Chidambaranar Port Authority (hereinafter called as "Port") and WHEREAS a Bank Guarantee for (Hereinafter called the "Beneficiary") **Rs./- (Rupees in words.....)** valid till (**Expiry Date**) which is required to be submitted by the bidder along with the tender.

We,(**Bank name, Address, Registered Office**) and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the V.O.Chidambaranar Port Authority by it in this behalf any officer authorized by it in this behalf any amount not exceeding **Rs./- (Rupees in words.....)** to the said. V.O.Chidambaranar Port Authority on behalf of the bidder.

We(**Bank Name**), also agree that withdrawal of the tender or part thereof by the bidder within its validity or Non submission of Security Deposit by the bidder within one month from the date tender or a part thereof has been accepted by the V.O.Chidambaranar Port Authority would constitute a default on the part of the bidder and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the bidder and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank up to and inclusive of (**Expiry Date**) and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of bidder or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the bidder and the V.O.Chidambaranar Port Authority.

"Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. V.O.Chidambaranar Port Authority) Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly.

NOTWITHSTANDING anything contained hereinbefore,

Our liability under this guarantee is restricted to **Rs./-(Rupees in words.....)**.

Our Guarantee shall remain in force till (**Expiry Date**).

Unless demands or claims under this Bank Guarantee are made to us in writing on or before (**Claim Expiry**), all rights of Beneficiary under this Bank Guarantee shall be forfeited And we shall be released and discharged from all liabilities there under:

Place:

Date:

