V.O.CHIDAMBARANAR PORT AUTHORITY
Tuticorin
(General Administration Department)

FILE NO: **GAD-GEN0CGH(VOCM)/2/2025-GAD Doc. No: 7349** Dated:31. 12.2025

NIT (LIMITED TENDER) FOR WORK OF

Management of V.O.Chidambaranar Port Trade Promotion Centre Cum Guest House at Shenoy Nagar, Chennai.

Estimate Amount: Rs. 73,80,000/- + GST

VOC Port Authority, Tuticorin desires to invite Limited tender (in physical mode) from the following firms:

I. M/s. Dinevo Platescape Pvt Ltd, Chennai
II. M/s. Solar Designs Pvt Ltd, Chennai
III. M/s. DSF Grand Plazas Pvt Ltd, Tuticorin
IV. M/s. SRM Hotel, Tuticorin

The above firms shall submit their duly filled tender in a sealed cover on or before 07.01.2025 up to15.00 hrs to the address mentioned below.

The Secretary,
Administrative Building,
1, Harbour Estate,
Tuticorin - 628004

As this is a Limited Tender Enquiry, bids will be accepted only from the above said four firms to whom the enquiry has been addressed. Submissions from any other firms will not be considered

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SECTION I – NOTICE INVITING TENDER (NIT)

ONLY THROUGH LIMITED TENDER

Limited tender is invited by V.O.Chidambaranar Port Authority, Tuticorin, from bidders fulfilling the Eligibility Criteria for pre-qualification as stipulated in this notice for the work of ***'Management of V.O.Chidambaranar Port Trade Promotion Centre Cum Guest House at Shenoy Nagar, Chennai for a period of 6 months extendable upto 6 months.'***

1	Estimate Amount	Rs. 73,80,000/- + GST
2	Contract period	6 months
3	Extendable upto	6 months
4	Bid submission period	01.01.2026 to 07.01.2026
5	Last Date and Time for submission of Tenders	**on or before 15.00 hrs on 07.01.2026**
6	Date and Time for opening of Two cover bid	**at 15.30 hrs on 07.01.2026**
7	Earnest Money Deposit (EMD)	**Rs.1,47,600/- (@2% of the Estimate amount)**

Note:

1	The Bidders are advised to read the whole document carefully and submit their tender/bid strictly meeting with the requirements spelt out in the bid document.
2	All the supporting documents as stated in **Annexure A** have to be signed in each and every page serially numbered along with seal and the dully signed hardcopies has to be sent to the Port.
3	On submission of bid, if it is found deficient with reference to the requirements spelt out in the bid document, it will be summarily rejected, without assigning any reason.

SECTION II –INSTRUCTIONS TO THE BIDDERS

1. **GENERAL:**

i. V.O.Chidambaranar Port Authority has a Prestigious Guest House within an existing apartments consisting of eight flats in Block Number 8, T.S Number 6,7,8,9 and 10 part which contains eighteen Air Conditioned well established rooms located at Shenoy Nagar, Perambur, Purasaiwakkam Taluk, Chennai- 600030 for providing accommodation and food to the Government Officials, All Major Ports Officials, Port Guests and Retired Officials and others referred by VOCPA. The Guest House will serve both vegetarian and non-vegetarian items and provide round the clock services to occupants. The details of the flats are as follows:

Sl.No	**Flat No.**	**Type**	**Floor No.**	**Area in Sq.ft**
(1)	(2)	(3)	(4)	(5)
1	480/18	MIG	3	905
2	480/19	HIG	3	1196
3	480/20	MIG	3	902
4	480/21	MIG	3	898
5	480/26	MIG	4	905
6	480/27	HIG	4	1196
7	480/28	MIG	4	902
8	480/29	MIG	4	898

ii. The Bidders must fulfill the techno-commercial criteria for pre-qualification and other requirements stipulated in Section III – Techno-commercial qualification criteria for the bidders of the bid document.

iii. The Contract Agreement will be in force for a period of 6 months from the date specified in the work order and extendable up to 6 months.

2. **BIDDER'S RESPONSIBILITY:**

i. The bidder, at the bidder’s own responsibility and risk are encouraged to visit at their own cost and examine the site of required services and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the services.

ii. It is implied that on submission of the tender, the Bidder is deemed to have clearly understood and satisfied himself regarding the work and services and all conditions likely to be encountered during the execution of the work thereof. The rate quoted in

the **Annexure-H – 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. Further the Bidder undertakes, if his tender is accepted, has to enter into and execute when called upon to do so, a Contract Agreement as provided in **Annexure B** with such modifications as agreed upon. Until the formal Contract Agreement is prepared and executed, this tender document together with the written acceptance shall form a binding agreement between the Port and the Contractor.

iv. The Bidder shall furnish a certificate of Acceptance on Technical and commercial terms and conditions in the prescribed format. **Certificate of Acceptance – Form VI in Annexure A.**

v. The Bidder shall submit a declaration as provided in the **Form V 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 blacklisted or debarred in the last 3 years from providing service by any of the Central / State Government / Nationalized Banks/ Autonomous bodies / PSEs/PSUs /any other organisations in India / Public Limited or Private Limited Companies, etc. prior to the submission date of tender mentioned in the NIT and the same shall be attached along with the bid document.

vi. Any bidder who is claiming exemption from payment of EMD based on any Central/State Government certification, shall furnish a declaration and undertaking as in the enclosed **Annexure-F.**

vii. Startups as recognised by Department for Promotion of Industry and Internal trade (DPIIT), holding valid startup recognition certificate. The Copy of the startup certificate is to be enclosed in the technical bid.

3. **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 submitted 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 authorised 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.

4. **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**.

5. BID SUBMISSION:

i) Price bid documents are required to be submitted only through sealed cover for '***Management of V.O.Chidambaranar Port Trade Promotion Centre Cum Guest House at Shenoy Nagar, Chennai for a period of 6 months***' addressed to The Secretary, Administrative Building, 1, Harbour Estate, Tuticorin – 628004.

ii)The bid follows two cover system and bidders are required to submit techno commercial / qualification details in Part I (Cover I) and Price bid (Annexure-H) separately in Part II (Cover II). Both shall be submitted simultaneously.

6. QUOTING IN PRICE BID:

i. The contractor must provide the required number of manpower and their wages are to be furnished as given in the Price Bid. The wages shall be on monthly basis and would be reimbursed by VOC Port at actuals.

ii. Statutory Compliances & Over Head Expenses, including contractor Profit (for 6 months) shall be quoted in the Price Bid and the same would be reimbursed by V.O.C Port.

iii. Applicable taxes, if any payable, shall be reimbursed over and above the quoted rates on production of documentary evidence.

iv. In addition, maintenance charge will be paid monthly by the Port on submission of bills on actual basis for procuring and supply of basic items like room fresheners, placing bathing soap, pack of hair oil, tooth paste in bathroom, provide fresh drinking water, Shaving set, Milk powder, coffee powder, tea dip pack, sugar pack, paper& pen, electric kettle, shower cap, Bathroom slipper (use & throw), shoe shiner etc., as done in the 3 star category rooms. The charges also include dry cleaning and supply of quilts, bed spreads, towels etc.

7. PAYMENTS

All payments will be made only in Indian Rupees and no foreign exchange is available for this work.

8. EARNEST MONEY DEPOSIT (EMD):

In order to be considered for the bid, the Bidder shall make payment of EMD of Rs.**.1,47,600** (2% of the Estimate amount) paid through RTGS /NEFT to V.O.Chidambaranar Port Authority, Tuticorin.

VOCPA DETAILS OF BANK ACCOUNT FOR MAKING PAYMENT THROUGH RTGS/NEFT:

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 no	014301000000001
E	Type of account	Savings account
F	Beneficiary's Name	V.O.Chidambaranar Port Authority

i. While submitting their bid, the bidder shall submit the photocopy of Unique Transaction Reference (UTR) number details or any other electronic transaction details, towards the successful remittance of the Earnest Money Deposit (EMD). The Earnest Money Deposit (EMD) remitted in any other form will not be considered and such tenders will be summarily rejected.

ii. The Earnest Money Deposit (EMD) furnished by all unsuccessful bidders will be returned through an e-payment system, after the expiry of the final tender validity period but not later than 30 (thirty) days after award of Contract or signing of the Contract Agreement, whichever is earlier. The Earnest Money Deposit (EMD) of the successful bidder shall be adjusted against Security Deposit as per clause 5 of Section V.

iii. The EMD will be forfeited, if the bidder withdraws or modifies an offer within the validity period of the bid, after the deadline for submission of such documents.

iv. If the successful bidder fails to remit the Performance Security after the issue of letter of intent 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.

v. No interest shall accrue or is payable on the EMD from the date of its remittance till it is returned to the bidders.

vi. Startups recognised by Department for Promotion of Industry and Internal trade (DPIIT) and Micro and small enterprises as per the Department for MSME are exempted from depositing EMD.

9. COMMUNICATION FOR INFORMATION

Any further information regarding the subject tender may be obtained in writing from;

The Secretary,
General Administration Department,
V.O.Chidambaranar Port Authority,
Tuticorin – 628004.
Phone: 0461 -2352232,
E-mail id: secretary@vocport.gov.in

SECTION III– TECHNO-COMMERCIAL QUALIFICATION CRITERIA FOR THE BIDDERS

Qualifying criteria to be met by bidders to qualify for award of the contract is specified as follows:

A. Past Experience:

The bidder/firm shall have experience and successfully completed at least 02 years in managing guest houses, serviced apartments, hotels or hospitality facilities and managed at least one facility equivalent to 3 star standards or higher, or a Government / PSU guest house of comparable standard during last 5 (five) years ending last day of the month previous to the one in which tenders are invited. Documentary evidence such as work orders, completion certificates, or agreements must be provided.

Note (1): Prior Experience are relaxed for the startups, subject to meeting of quality and technical specifications.

Note (2):
i. The experience certificate shall be considered as per the initial work order and the completion of extended period of contract, subject to submission of satisfactory completion certificate.
ii. Only the documents stated in Form III and Form III A of Annexure A shall be considered for evaluation and any other documents attached but not stated in the above-mentioned Form III and Form III A of Annexure A shall not be considered for evaluation.

B. Financial Capability:

Average Annual financial turnover during the last three years, ending 31st March 2025 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 II of Annexure A.**

Note: Prior turnover are relaxed for the startups, subject to meeting of quality and technical specifications.

SECTION IV – 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 attach the following documents during the bid submission, failing which their offer will be treated as non-responsive and their bid will be summarily rejected without evaluation.

i. The bidder must attach self-attested copy of its PAN, GST, EPF, ESI, as stated in the **Qualification and Responsiveness Information – Annexure A**

ii. A self-attested copy of labour license issued for past executed work /services in supply of manpower by the Labour Department for the contract under Contract Labour (Regulation and Abolition) Act, 1970.

iii. Copies of self-attested, original registration certificate documents incorporating the legal entity and defining its legal status, place of registration and principal place of business, etc.

iv. Declaration of Authorised Representative of the bid in **Form IV of Annexure A in non-judicial stamp paper** with denomination not to be lesser than Rs.100/-. The proprietor of the firm, who bids, has to declare the authorized representative of the firm/company

v. 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 V of Annexure A.**

vi. 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 V of Annexure A**

vii. The copy of the startup certificate as recognized by DPIIT is to be enclosed in the technical bid for claiming relaxations.

2. **Techno-Commercial Evaluation:**

i. The documents submitted by the bidder as specified in **Form III of Annexure A read with Section III(A)**, will be evaluated based on the performance certificate / work completion certificate of similar nature of the work and value of the work fulfilling the eligibility criteria.

ii. The financial capability will be evaluated based on the information provided in **Form II of Annexure A read with Section III(B)**.

iii. After scrutiny of the documents submitted in the **Part I (Cover I) – Techno-commercial Bid,** the eligible bidders will be pre-qualified based on the details provided by them.

iv. The tenders, which do not satisfy the qualifying criteria as mentioned under Section **III – Techno-commercial qualification criteria for the Bidders**, shall be rejected without assigning any reason.

v. The Port may verify the documents submitted 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.

vi. The shortlisted 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.

vii. 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. Financial Evaluation:

i. The due date of opening of **Cover B- Financial Bid** shall be scheduled and intimated to the pre-qualified bidders through email.

ii. The Financial Bid of the pre-qualified & responsive bidders will be opened on the pre-published / notified date & time in the presence of bidders or their authorized representative who wish to be present..

iii. The financial evaluation shall be made on the basis of total price as indicated Price Schedule. VOCPA is not bound to accept the lowest quoted offer. Conditions, if any, with Price Bid shall not be considered for any purpose.

iv. 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 s found to have misled the evaluation through wrong information.

1. **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.
2. **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.

4. AWARD OF CONTRACT

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

5. PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL THE BIDS:

V.O.C 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 V.O.C Port Authority's action.

SECTION V – INSTRUCTION TO SUCCESSFUL BIDDER

1. **Letter of Intent:**

The letter of intent will be issued to the successful bidder through e-mail/post after evaluation and obtaining approval of the competent authority for fulfillment of the formalities. The successful bidder has to fulfill the same within 15 days from the date of issue of letter of intent or within the extended date as the case may be.

2. **Performance Security:**

i. The successful bidder shall deposit an amount equal to 5% of the accepted tender value as Performance Security in the form of irrevocable Bank Guarantee obtained from a Nationalised Bank or a Scheduled commercial Bank having net-worth of above **Rs.100 crores** having its branch at Tuticorin and encashable at Tuticorin in the form as per specimen in the **Annexure C** of the Bid document shall be in compliance for a digital confirmation for the Bank Guarantee and the same shall sent along with a letter from the Bank directly to the Port within 15 days from the date of issue of letter of intent with a claim period of 90 days.

ii. The successful bidder may also deposit the Performance Security amount through E-payment in lieu of Bank Guarantee to the account link mentioned at the **Para No.8 of Section II** of the bid document. However, the Port may relax the above time limit of 15 days and may extend for further period of 6 (six) days in extraordinary circumstances based on the reasons furnished by the bidder. If the Performance Security is not deposited within the stipulated period as prescribed, the Work Order stands cancelled automatically and the Earnest Money Deposit will be forfeited.

iii. In case the Port is obliged to make any recoveries on any account from the Performance Security Deposit of the Contractor either in part or full, shall be encashed by the Port and the Contractor shall be obliged to make good the Performance Security Deposit amount within a period of 10 (ten) days after the receipt of information in this regard, failing which the Contractor shall have to pay an interest of SBI base rate MCLR+ 2% per annum for the period of delay in making good the Performance Security Deposit.

iv. The Performance Security should remain valid for a period of 90 (ninety) days beyond the date of completion of all contractual obligations of the Contractor including statutory obligations and will be refunded/discharged thereafter without any interest after adjusting any dues to the Port.

3. **Work Order:**

After fulfillment of the conditions specified in the Letter of Intent, the Port shall issue Work Order to the successful bidder.

4. **Signing the Contract Agreement:**

i. The successful bidder shall be required to execute a Contract agreement at his own cost in the pro-forma prescribed by the Port as per the Contract Agreement Form provided in **Annexure B** of the bid document on Tamil Nadu State Government stamp paper of the value of Rs 100/- within 7days of the issue of work order.

ii. Non-fulfillment of this condition of executing a Contract agreement by the successful bidder would constitute sufficient ground for annulment of the award and forfeiture of Earnest Money Deposit. The Port reserves the right to take action as deemed fit against such default bidder.

5. **Security Deposit:**

Security Deposit at the rate of 10% will be deducted from each running bill subject to a maximum accumulation of 5% of the tendered value. The Security Deposit shall remain with the Port till the date of completion of all contractual obligations of the Contractor including statutory obligations and will be refunded without any interest after adjusting any dues payable to the Port/ Statutory Authorities.

6. **Indemnity Bond:**

The contractor will be held responsible for the cost of damage for buildings, electrical fittings, televisions, furniture and other materials in the VOC Port Guest House at Chennai. The Contractor shall furnish an Indemnity Bond as at **Form–IX of Annexure A** on a stamp paper of Rs.100/- (Rupees One hundred only) value along with adequate insurance coverage at his own cost for the safety of furniture fittings, Television sets, refrigerators and other materials in the VOC Port Guest House at Chennai.

7. **Debarment:**

A bidder shall be debarred if he has been convicted of an offence;

a) under the Prevention of Corruption Act, 1988; or

b. Under Indian Penal Code-1860 replaced by the Bharatiya Nyaya Sanhita, 2023 (BNS), or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

If a bidder is found to be debarred shall not be eligible to participate in any of the tender processes of the Port for a period not exceeding three years commencing from the date of debarment.

Section VI - SCOPE OF WORK, STATUTORY COMPLIANCE AND CONTRACTUAL OBLIGATIONS

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Name of work: - Management of V.O.Chidambaranar Port Trade Promotion Centre Cum Guest House at Shenoy Nagar, Chennai for a period of 6 months.

1)Deployment of Personnel

The Contractor should provide the following personnel required for maintenance of guest house and for providing service:-

	Total Nos.	Shift -I 0600 to 1400 Hrs.	Shift -II 1400 to 2200 Hrs.	Shift -III 2200 to 0600 Hrs.
Supervisor	3	1	1	1
Cook	2	1	1	-
Assistant Cook	3	1	1	1
Bearer	8	3	3	2
Safaiwala	5	2	2	1
Dish Washer	2	1	1	-
TOTAL	23	9	9	5

a. Employment of child labour is not permitted.
b. The Port will not have any responsibility or obligation in respect of service matters of the man power engaged by the contractor, including their appointment, payment of wages, terms of engagement etc. These will be the sole responsibility of the contractor.
c. The contractor shall ensure that the manpower deployed by him are properly and neatly dressed and shall be disciplined and polite to the guests at all times.
d. The contractor shall furnish fitness certificate, issued by the Medical Officer periodically once in 3 months in respect of all the manpower deployed by him at the Management of V.O.Chidambaranar Port Trade Promotion Centre Cum Guest House at Shenoy Nagar, Chennai.
e. The successful contractor shall furnish Police verification certificate for all the manpower, deployed by him at the V.O.Chidambaranar Port Trade Promotion Centre Cum Guest House at Shenoy Nagar, Chennai. This has to be done at the time of execution of the contract.
f. The Contractor shall indemnify the Port against all claims arising out of his action under any Labour, civil or criminal laws in force, in so far as they relate to the manpower deployed by the contractor in the premises of the V.O.Chidambaranar Port Trade Promotion Centre Cum Guest House at Shenoy Nagar, Chennaior claims arising out of such deployment.

3. Room Allotment:

a. Allotment of rooms in VOC Port Trade Promotion Centre cum Guest House at Chennai will be made by the concerned officer of General Administration Department of the VOC Port and same will be communicated to the VOC Port employee posted at Chennai. The Supervisor deployed by the contractor has to make necessary

arrangements to receive the Guest and make necessary entries in the registers concerned.

b. The rents shall be collected in the prescribed bill book through POS Machine at the time of vacation of room/Hall itself by the Supervisor deployed by the contractor and the rent so collected as per the tariff fixed by the Port from time to time has to be accounted to the General Administration Department during the 1st working day of every week. Bills / Cash receipts for both boarding and lodging must be promptly issued to guests.

4. House Keeping:

a. Keeping the rooms ready before arrival of new guest, spraying fragrance to impart freshness, placing bathing soap, pack of hair oil, tooth paste in bathroom, provide fresh drinking water, Shaving set, Milk powder, coffee powder, tea dip pack, sugar pack, paper& pen, electric kettle, shower cap, Bathroom slipper (use & throw), shoe shiner & dress hanger, etc.,
b. Cleaning of Rooms, kitchen, corridor, dining hall, toilets, etc every day and whenever the situation warrants. Cleaning includes sweeping of floors with broom followed by wet mopping / scrubbing with disinfectants/cleaning agents, dusting of furniture, wall tiles, doors, and windows, etc. The materials like brooms, brushes, phenyl and other cleaning materials should be borne by the contractor.
c. All soft furnishings such as Quilt linens, bed covers, pillow covers, curtains, towels, table cloth, table mats, napkins, etc., will be provided by the Port. However, the linen should be changed with washed ones as soon as the guests vacate the room. If the guests stay for a longer period, the linen should be changed with washed ones every alternative day. Washing charges for linen will be borne by the contractor.
d. Collection of garbage/wastes from rooms, building premises, kitchen and disposal to a designated yard/area designated in the society premises
e. Receiving the guest's luggage and be present in the reception desk at all times by the staff deployed by the contractor.
f. In addition, maintenance charge will be paid monthly by the Port on submission of bills on actual basis for procuring and supply of basic items like room fresheners, placing bathing soap, pack of hair oil, tooth paste in bathroom, provide fresh drinking water, Shaving set, Milk powder, coffee powder, tea dip pack, sugar pack, paper& pen, electric kettle, shower cap, Bathroom slipper (use & throw), shoe shiner etc., as done in the 3 star category rooms. The charges also include dry cleaning and supply of quilts, bed spreads, towels etc.

5. Catering Services:

All the occupants of the guesthouse are very special for the Port. Hence, they have to be served delicious, neat and healthy food every time according to the menu and rates given below:

1. Catering arrangements

The following are the rates tentative for the catering in the VOC Port Trade Promotion Centre cum Guest House at Chennai:

Sl.No	Description	Guests staying at Guest House and Port Employees (Rs)	Others (Rs)
1	Coffee / Tea	20.00	25.00
2	Vadai (with Sambar, Chutney))(1No)	25.00	35.00
3	Idly (2Nos)(with Sambar, Chutney)	30.00	35.00
4	Dosai(with Sambar, Chutney)(1No)	55.00	65.00
5	Poori(2Nos) (with veg kurma)	70.00	85.00
6	Kesari	25.00	35.00
7	Pongal(with Sambar, Chutney)	60.00	80.00
8	Chappatti (with veg kurma)(2 Nos)	75.00	85.00
9	Parotta (with veg kurma)(2 Nos)	75.00	85.00
10	Chicken Gravy (1 piece)	120.00	130.00
11	Egg Gravy	80.00	90.00
12	Omlet/Full boil (1No)	35.00	35.00
13	Half Boil(1No)	30.00	30.00
14	Veg salad	50.00	60.00
15	Curd rice	80.00	90.00
16	Sambar rice	80.00	90.00
17	Lemon Rice	80.00	90.00
18	Curd	25.00	30.00
19	Onion Pagada	40.00	45.00
20	Bread Omlet (2 slices)	80.00	100.00

Sl. No	Description	Weight	Guests staying at Guest House(Rs)	Others (Rs.)
21	Lunch / Dinner (Vegetarian)	2 nos of Chapathi's (40 to 50 grms each), rice (450 to 500 grams) ,sambar, rasam, one kootu(50 grams), one porial (50grams) ,curd(75 ml), with 1 pappad, pickles and 1 banana	200.00	220.00
22	Lunch/ Dinner (Non Vegetarian)	In addition to the above vegetarian menu, any one item chicken / Fish shall be served.(100 grams)	270.00	290.00
23	Special Lunch /Dinner Vegetarian	Soup(75 to 100ml), chappathi, / parotta (40 to 50 grams each), Fried rice(165grams), white rice(450 to 500 grams), sambar, rasam, one porial (50 grams), one Kootu (50 grams), chips, salad, pappad, curd (75 ml), 1 banana, pickles, ice cream (50 ml)	320.00	350.00
24	Special Lunch/Dinner Non Vegetarian (100 grams each)	(In addition to the above vegetarian menu specified in SL. No. 23, two items of Non-vegetarian dishes, chicken/mutton/fish shall be served.	390.00	420.00

2) **Escalation:** the rates mentioned above for food items will be increased by 5% per annum at the beginning of the extended period.

3) The contractor at his own cost shall arrange to provide Bed coffee / tea, breakfast, lunch, dinner by ensuring the delicious foodstuffs etc. to the occupants either in room service or in the designated dining hall. Food items shall be prepared in the Guest House. The food charges shall be collected from the customers / guests as per the rates mentioned in the schedule preferably using POS Machine owned by the contractor.

4) The VOC Port will provide free water, free electricity etc.

5) The contractor has to make his own arrangements for the fuel and cooking gas etc, at his own cost.

6) The contractor has to make his own arrangements for providing crockeries, utensils and cutlery that may be needed for cooking / serving.

7) The contractor should prepare separate menu for providing food items to the guests and the staff of the rates prescribed by the Port.

8) The contractor shall make good the loss caused to the permanent / temporary fixtures provided for their use at VOC Port Trade Promotion Centre cum Guest House at Chennai during the contract period, the Port shall not be liable to compensate the contractor for any loss, or damage of any kind due to theft or loss made due to intended activity and due to natural wear and tear and usage.

9) A register for recording the Suggestions /Complaints shall be maintained.

10) The dining hall for staying guests shall be used only for the staying guests and special guests of **V.O.Chidambaranar Port Trade Promotion Centre Cum Guest House at Shenoy Nagar, Chennai** and should not be allowed to be used by anyone else for any other purpose.

11) Bone China, Porcelain based or branded Crockery should be used.

12) Cutlery and Crockery should be of high standard. Coffee cups and Flasks should be clean and functional at any point of time.

13) If fermented foods (Idli, Dosa etc.) are being made then timing should be carefully maintained to prevent growth of pathogens and toxin formation.

14) Crockery, cutlery and all equipment and utensils should be kept clean, hygienic, dry and away from toxic and hazardous elements.

15) Cracked or chipped dishes, utensils, glasses etc. should be discarded.

16) Biodegradable and non-biodegradable wastes should be separated right at the point of putting them into the bins.

17) Waste should be suitably disposed of as per the direction of the officers concerned as per disposed system of the society.

18) Food waste should be disposed of in such a way as not to attract insects and animals, such as flies, dogs, cats and rodents.

19) Guest house staffs and food handlers should wear coat, tie and formal shoes properly. They should cover hair and wear hand gloves while handling food.

Food handlers should avoid following practices while handling food :

1. Chewing or smoking tobacco
2. Chewing betel nut or gums
3. Touching mouth, tongue, nose, eyes or other body parts
4. Spitting, sneezing, coughing etc.
5. Touching ready-to-eat food with bare hands

20) The contractor shall provide breakfast, lunch and dinner as a package and other items to the inmates and staff of VOC Port Guest House at Chennai at regulated rates as mentioned.

21) FSSAI licensed ingredients should be used for the preparation of food items.

22) FSSAI licensed soft beverages only should be served to the guests.

23) The Food Safety and Standards Regulations issued by the FSSAI shall be adopted.

24) Refined sunflower oil should be used. Re-use of cooking oil is banned.

25) Fresh and tender meat should be used for preparing non-vegetarian dishes. Meat should be procured daily and should not be kept for more than 24 hours. Meat should be purchased from authorized vendor.

26) Fresh eggs should be procured daily.

27) Vegetables should be procured daily and should not keep for more than 24hours.

28) All Tamil Cuisine items should be prepared with typical traditional Tamil food taste.

29) The dining areas, kitchen and entry to the kitchen must be kept neat and clean and free from odours. The Kitchen, Dining hall and stores should be fumigated twice a week.

30) The cost of provisions and all ingredients for preparation of food items will be borne by the contractor.

31) Standard Beverages to be served by the contractor on demand in rooms at rates not exceeding MRP.

32) Separate utensils, Cooking ranges and Storage units should be used for Vegetarian and Non vegetarian items of food and the preparation, processing and cooking of Vegetarian and Non vegetarian items should be segregated, in order to prevent contamination of raw food items.

33) All the metallic Cutlery and Crockery should be made of 304 grade 18/10 or 18/8 stainless-steel.

34) The Catering and room service shall be run on all days in the year.

35)Packaged food products must be checked for ‘expiry date’/ ‘best before’ / ‘Use by’ date, packaging integrity and storage conditions.

36) Proper rotation of all raw materials and finished materials should be undertaken on FIFO (First In First Out), FEFO (First Expired First Out) and FMFO (First Manufactured First Out) basis.

37) Ice should be prepared using potable water.

38) Only permitted food additives may be added within permissible limits.

39) Plastic based disposable items such as straws, disposable cups and plates shall not be used.

40) No one should be allowed to spit or wash hands/face/body near the dining area

41) Juice concentrates must be checked regularly for any fungal growth / change of colour, odour or gas formation in the bottle.

42) Non-veg. products are washed with potable water before use.

43) Clean and disinfected chopping boards/grinding stone/machine should be used.

44) Use of oils with high trans fats (like vanaspati) should be avoided.

45) All garbage cans should be covered, cleaned daily, sanitized and collected at an assigned collection point at a public garbage collection system.

46) The food should be cooked in the Guest House premises only.

47) Use of plastic is strictly prohibited within the Port premises, contractor must avoid using plastic materials in the Guest House.

48) All personnel employed by the contractor should wear proper Identity Cards and clean uniforms including shoes at their own cost.

5. Monitoring Committee:

1. There will be a monitoring committee of officials headed by the Secretary, VOCPA or any other officer nominated by the Secretary to monitor the performance of the contractor in providing the catering services to the guests, staff of VOC Port Guest House at Chennai and others and all the issues related to the penalty clauses mentioned herein this document.
2. The Contractors catering services are subject to the overall supervision and control of the Secretary, VOCPA or any representative nominated by Secretary, VOCPA for regular and continuous supervision subject to the overall control of the Secretary. This includes any third-party audit to check the quality, quantity, hygiene and service of the catering contractor at VOC Port Guest House at Chennai

6. Billing System:

1. The contractor shall use a standalone computerized system for billing catering charges to the staying guests of VOC Port Trade Promotion Centre cum Guest House at Chennai. The billing system shall be customized with tariff fixed by the Port for the regulated items and accepted rates for the non-regulated items.
2. The cost of the standalone system, billing machine and software shall be borne by the contractor.
3. If any discrepancy raised by the staying guest regarding invoice, it shall be brought to the notice of VOC Port employee posted at Chennai and the corrected invoice shall be handed over the staying guests.

7. (A) Event of Default

The Port may directly terminate the contract in the event of the following defaults;

1. Failure to maintain the manpower as mentioned vide Sl.No 2, Deployment of Personnel.
2. Failure to pay the wages to the staff engaged by the contractor.
3. Subletting the work or the space to others.
4. Misuse of the premises of VOC Port Trade Promotion Centre cum Guest at Chennai House and its property.

(B) Termination clause:

The contract may be liable for termination due to following reasons.

a. Interruption of service by the contractor.
b. Deficiency in services such as:
i. Poor quality of food items supplied / ingredients used as against the FSSAI standards.
ii. Misbehavior of the staff employed by the contractor.
iii. Complaints from the guests and other visitors availing the catering services of the contractor about the quality, quantity or undue delay in services.

The termination process will be initiated against the contractor in case the number of verified complaints and deficiencies on the above points exceeds the following permissible limits:-

- Cumulative of 3 numbers within a month at any point of time.

(or)

- Cumulative of 10 numbers within a year at any point of time.

8. Reception Assistance:

a. Reception assistance shall be provided by the Supervisor for extending all support to the guests on all days in a year. Supervisor is responsible for the check in and check out of the guests and up-keeping of the inventory, keys etc.,
b. Handling of telephone messages by the Supervisor.
c. Boarding and lodging bill books and occupancy register are auditable records. Overwriting and corrections should be avoided. In case of any corrections, the Supervisor should bring to the notice of concerned officials of Guest House and get attested from VOC Port employee posted at Chennai.

9. Other Responsibilities of the Contractor:

a. The contractor has to maintain the registers provided by the Port Authority.

b. Any legal action in respect of catering section such as food adulteration shall be borne by the Contractor.

c. The contractor has to provide all the materials and manpower needed for the routine maintenance from time to time at their own cost. The materials should be a branded item and having good quality.

d. Proper Inventory of all the equipment, fittings and furniture, linen etc., which are placed at the direct charge and custody of the contractor, for use and shall be maintained by the contractor. For any short falls noticed during the period of the contract, replacement value of the item shall be recovered from the amount payable to the contractor by the Port.

10) Statutory compliance and contractual obligations

Statutory compliance and contractual obligations to be complied with by the contractor:

The manpower deployed by the Service provider shall works within the premises of the VOC Port Trade Promotion Centre cum Guest House at Chennai. The services are subject to various statutory provisions including but not limited to Labour, Taxation, Workmen Safety, Child and Women Labour, Private Security Agencies, Environmental Protection, etc. In case of any violations or non-adherence to the same, for reasons whatsoever, **Liquidated Damages** will be deducted from the Performance Security/ Security deposit of the bidder. If such non-compliance is continued by the successful Bidder for a period of consecutive three months even after imposing of the liquidated damages for reasons whatsoever, the Contract will be terminated. In addition, the contractor shall also comply the following 4 labour codes:-

1. The Code on Wages, 2019
2. The Industrial Relation Code, 2020
3. The Code on Social Security, 2020
4. The Occupational safety, Health and Working conditions Code, 2020

i) Compliance of the Income Tax Act, 1961

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.

ii) Compliance of The Central Goods and Services Tax Act, 2017

a) The GST shall be paid by the VOC Port 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 by the VOC Port to the Contractor on his making available the GST claimed by him in GSTR against the VOC Port GST number.

b) The GST TDS shall be applicable as per the Section 51 of the CGST Act, 2017.

c) GST, if any applicable shall be paid to service provider only on submission of necessary proof of payment or after reflection in the GSTR2A as eligible ITC.

iii. Other statutory provisions:

a. The Contractor shall comply with the rules of Central Excise Department, as applicable.
b. Compliance of all statutory requirements under the various Acts / Govt. Regulations in respect of the manpower deployed will be the sole responsibility of the Contractor. This shall include all statutory payments as applicable from time to time. However, reimbursement of applicable statutory payments or any such other statutory requirements to the Contractor shall be made subject to entering into a supplementary agreement with the Port based on mutual consent and furnishing of proof of documentary evidence of such payments to the concerned authorities for the provided manpower every month without fail and before submitting bills for the subsequent months.
c. The Contractor is the direct employer of the manpower deployed by him at the V.O.Chidambaranar Port Trade Promotion Centre cum Guest House at Chennai under all new labour codes as indicated vide Sl.No.10 above.
d. The Contractor shall comply with all the statutory regulations that are in force and that may become applicable in future from time to time and all other matters touching this Contract arising out there from.

iv) The Contractor shall be responsible for any claim/benefit/compensation under the provisions of all new labour codes as indicated vide Sl.No.10 above, in respect of the manpower deployed by the Contractor at V.O.Chidambaranar Port Trade Promotion Centre cum Guest House at Chennai. The manpower shall not claim any absorption/regularization of services in the Port. Undertaking from each individual deployed with recent photo shall be provided to this effect, to be submitted by the Contractor to the Port while providing the manpower for the purpose of the Contract. The Contractor shall be directly responsible for supervision and control of the manpower deployed at V.O.Chidambaranar Port Trade Promotion Centre cum Guest House at Chennai.

v) The Contractor shall be liable for all kinds of dues payable in respect of the manpower deployed under the contract and the Port shall not be liable for any dues for availing the services of the manpower deployed by the Contractor.

vi) All the conditions applicable under safety code, rules for the protection of health and provision of sanitary arrangements for the manpower deployed by the Contractor and related Labour regulations shall apply to this Contract also.

vii. Payment regarding catering services provided to the Port's guests and other official arrangements:

1. The contractor will not present any claims to the staying Port's Guests and the same will be borne by VOC Port Authority.
2. The authorized staff of General Administration Department, VOCPA will intimate the details of the Guests (i.e. Name, Room No. & proposed period of stay etc.) to the VOC

Port employee posted at V.O.Chidambaranar Port Trade Promotion Centre cum Guest House at Chennai.

3. The Room boy attached to the V.O.Chidambaranar Port Trade Promotion Centre cum Guest House at Chennai will place the food order as per the requirement of the Guest. The Bill should be signed by the Port's Guest and should be counter singed by Supervisor on that day itself. If not possible on same day, it should be submitted to concerned officer of VOCPA at V.O.Chidambaranar Port Trade Promotion Centre Cum Guest House at Shenoy Nagar, Chennai on very next working day.
4. On completion of the approval process, the bill may be sent to the Finance Department, VOC Port Authority for payment.

Note: Maintenance charge will be paid monthly by the Port on submission of bills on actual basis for procuring and supply of basic items like room fresheners, placing bathing soap, pack of hair oil, tooth paste in bathroom, provide fresh drinking water, Shaving set, Milk powder, coffee powder, tea dip pack, sugar pack, paper& pen, electric kettle, shower cap, Bathroom slipper (use & throw), shoe shiner etc., as done in the 3 star Hotel category rooms. The charges also include dry cleaning and supply of quilts, bed spreads, towels etc.

SECTION VII – GENERAL CONDITIONS OF CONTRACT

1. The Contractor is the successful bidder in the subject tender published by the Port for Management of V.O.Chidambaranar Port Trade Promotion Centre Cum Guest House at Shenoy Nagar, Chennai for a period of 6 months. The Contractor being the successful bidder has agreed to the terms and conditions specified in the bid document for providing the Guest House service at Chennai more specifically detailed in the **Scope of Work in Section VI** of the bid document. The following General terms and conditions of this Contract shall also form part of the above mentioned tender.
2. **Consideration:**

   The price to be reimbursed by the Port to the Contractor for the whole of the work to be done and the performance of all the obligations undertaken by the Contractor as per the terms of the Contract Agreement shall be ascertained by the application of the rates provided and quoted by the Contractor in the above mentioned tender.

3. **Period of Contract:**

   The Contract is valid for a period of Six months from the date specified in the Work Order. The Contract **may be extended for a further period of 6 months on mutually agreed** basis at the same rates, terms and conditions as decided by the Port, if the services are required by the Port and the performance of the Contractor is found satisfactory by the Port.

4. **Non-performance of Contract/ Breach of Contract:**

   In the event of unsatisfactory performance or non-compliance with regard to the provisions of the Contract or if any breach is committed by the Contractor of the terms and conditions of the Contract, the Port will issue notice to the contractor indicating such unsatisfactory performance or non-compliance by the Contractor, for compliance and if the Contractor fails to comply within a period of 30 days from the date of issue of notice by the Port, the Port reserves the right to terminate the contract following the procedure stated in **Para No.6** of this Section below. In such event, the Performance Security and Security Deposit will be forfeited, for the loss or damages suffered by the Port due to the breach of the Contract committed by the Contractor or its employees or the manpower deployed for the performance of the Contract.

5. **Malpractice or furnishing of false information:**

In case of suppressing of any facts or furnishing of false information or malpractice committed by the Contractor anytime during the tender process and/or during the contract period, the Port shall reject the bid in whole or terminate the Contract Agreement. In the event of such omission, the Port reserves right to forfeit the EMD and/or Performance Security and/or Security Deposit lying with the Port. In addition to the above, the Port may also black list or suspend or debar the Contractor from participating in future tenders, as the Port thinks deem fit.

6. **Termination of Contract:**

i. Consequent to the failure of the contractor to comply with the notice issued for non performance/ breach of contract, Port will issue a notice giving the contractor 7 days time asking him to show cause as to why the contract should not be terminated.
ii. If no reply is received or if the reply received from the contractor within given time is found to be not satisfactory, Port will terminate the contract with immediate effect.

7. **Discontinuance by the Contractor:**

If the contractor is not in a position to continue the contract, the Contractor should give 90 (ninety) days in writing, prior to the proposed date of discontinuance of the contract to the Port. In such case, the Performance Security and the Security Deposit shall be forfeited.

8. **Foreclosure of the Contract by Port:**

The Contract may be foreclosed by the Port by giving 30 (thirty) days advance notice to the contractor during the subsistence of the contract period without assigning any reasons. In such cases, the Performance Security and Security deposit will be refunded to the Contractor.

9. **Conflicting relationships:**

A Contractor found to have a close business or family relationship with any official of Port who is directly or indirectly related to tender or execution process of contract and who has held/is holding any post in the Port may not be awarded a contract, unless such conflicting relationship has been resolved in a manner acceptable to the Port throughout the tendering / contract execution process.

10. **Change in Constitution:**

The Contractor/ Contracting entity shall not make change in the formation, constitution or composition of its business or its name without the written consent of the Port, during the existence of the Contract.

11. **Insolvency / Bankruptcy / Winding up, etc.,:**

The Port shall be entitled to cancel / terminate the Contract before expiry of contract period, if the Contractor is declared as insolvent or bankrupt or is unable to pay its debts or makes a composition with its creditors or if a trustee, liquidator, receiver or administrator is appointed to take over the assets or the business or the undertaking of the Contractor or if a substantial portion of the assets, property, revenues or business of the Contractor is confiscated or expropriated by the Central / State Government or any governmental agency or third party or if the law relating to the sick companies applies to the Contractor or the Contractor is dissolved or wound up or if an order shall be made or an effective resolution is passed for the winding up of the Contractor or the Contractor is reconstituted or the business or operations of the Contractor is closed either due to disputes inter-se amongst its stakeholders or otherwise.

12. **Liquidated damages (LD):**

If the Contractor fails to comply with any of the **Scope of Work; Statutory Compliance and Contractual Obligations** provided in **Section VI** and other applicable acts, rules and regulations in relation to the tender, the contractor shall pay a sum equivalent to 1% of the value of the Contract Price for every week or part thereof subject to a maximum of 10% of the total value of Contract Price as liquidated damages, as the case may be, until fulfilling the obligations thereon. In case Port is compelled to comply with the said failure of the contractor, the cost so incurred by Port shall be deducted from the Security Deposit and/or Performance Security or any amount due or become due to be payable to the Contractor in addition to the said recovery of LD.

13. **Confidentiality:**

The Contractor and the manpower deployed as per the terms and conditions of this Contract for performance of the rights and obligations of the Contractor shall keep confidential, the data and other information of the Port shared or obtained during the course of work in any form during and after expiry/termination/cancellation of the Contract, except that which are available in the public domain.

14. **Force Majeure**

i. The term “force majeure” as employed herein shall mean including but not limited to, acts of God, war, revolt, riot, fire, flood and acts and regulations of the Government of India or any of its authorized agencies. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts.

ii. Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party immediately in writing of the alleged beginning and ending thereof giving full particulars and satisfactory proof and it cannot be claimed ex-post facto. The clause does not excuse a party’s non-performance entirely, but only suspends it for the duration of the Force Majeure.

iii. The time for performance or relative obligations suspended by the force majeure shall be extended by the period for which the cause lasts or condoned by the Port without any penalty. If the work is suspended by force majeure conditions lasting for more than 1(one) month, the Port shall have the option of cancelling the Contract in whole or in part thereof at its own discretion. Any situation of force majeure shall not be payable by the Port under any circumstances. For the period of force majeure, no amount shall be payable to the Contractor.

15. **Damage to Property:**

The Contractor shall be responsible for making good to the satisfaction of the Port, any loss or damage to any structures and properties within theV,O.C.Port Guest House, Chennai. If such loss or damage is due to fault and/or the negligence or wilful acts or omission of the Contractor, his employees, agents, representatives and/or manpower deployed by the Contractor, the contractor shall make good the loss as assessed by the Port.

16. **Indemnification:**

The Contractor shall defend, indemnify and keep indemnified and hold the Port, its officers and employees harmless from any and all claims, demands, injuries, damages, costs, charges, compensation, losses, expenses, proceedings or suits including attorney fees, arising from any breach or default in the performance of any obligation on the Contractor’s part to be performed under the terms and conditions of this Contract or arising from any negligence of the Contractor, or any of its agents, or its employees or the person provided for the purpose of this Contract or non-fulfilment/ non-adherence/ non-compliance of any statutory provisions which is as per law the contractor is required to comply with. The provisions of this section shall survive even after the expiration or termination of this Agreement.

17. **Changes in terms of a concluded Contract:**

No variation in the terms of a concluded contract can be made without the consent of the parties.

18. **Accident or injury to workmen:**

The Port shall not be liable for any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or any other person in the employment of the Contractor and the Contractor shall indemnify and keep indemnified the Port against all such damages and compensation and against such claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

19. **Dispute Resolution**:

I. Except as otherwise provided elsewhere in the Contract, if any dispute, difference, question or disagreement or matter whatsoever, arises, before/after completion or abandonment of work or during extended period, between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, the same shall be referred to the concerned Head of the Department, 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, V.O.Chidambaranar Port Authority.

III. If the dispute remains unresolved, the same shall be referred to the Chairperson, V.O.Chidambaranar Port Authority, whose decision, in this regard, is final and binding on both the parties to the contract.

20. **Doubt and clarifications:**

In case of any doubts on the terms and condition of the tender, the same may be referred to the concerned Head of Department, V.O.Chidambaranar Port Authority, Tuticorin in writing for clarification, whose interpretation shall be final and binding.

21. **Notice:**

Any notice to the contractor shall be deemed to be sufficiently served to the Contractor directly or to any person as declared in **Form IV of Annexure A**, if given or left in writing to the address or sent through E-mail ID given in response to the bid document declared in the **Form I of Annexure A**. Responsibility to notify any change in address and/or email-id, entirely lies with the Contractor.

22. **Manpower Labour Dispute:**

The Contractor shall be responsible for disputes that may arise between the Contractor and the manpower of the contractor.

23. **Joint Venture:**

Joint Ventures including Consortium (that is an association of several persons or firms or companies) are not permitted to participate in this tender.

24. **Sub-contracting:**

The Contractor shall not assign, transfer, pledge or sub-contract the performance or services awarded by the Port to any other party.

25. **Qualified Manpower:**

i. All services shall be performed by persons qualified and able in performing such services as per the **Scope of Work; Statutory Compliance and Contractual Obligations** specified in **Section VI** of the bid document.

ii. The Contractor shall select the manpower after clearly understanding the scope of work, schedules, activities, specifications and requirements specified by the Port in the tender or subsequent thereon.

26. **Payments for Manpower Deployed by the Contractor:**

The Port will reimburse the following in respect of the categories of manpower contracted and actually deployed

i. The Wages quoted for the manpower deployed by the contractor will be reimbursed by the Port.

ii. Contribution to Employees State Insurance (Employer's share).

iii. Contribution to Employees Provident Fund (Employer's share).

The above will be regulated as per extant rules and **Section VI (Scope of Work; Statutory Compliance and Contractual Obligations)** and Section **VIII (Special Conditions of Contract)**.

27. **Payment of maintenance charges:**

Maintenance charge will be paid monthly by the Port on submission of bills on actual basis for procuring and supply of basic items like room fresheners, placing bathing soap, pack of hair oil, tooth paste in bathroom, provide fresh drinking water, Shaving set, Milk powder, coffee powder, tea dip pack, sugar pack, paper& pen, electric kettle, shower cap, Bathroom slipper (use & throw), shoe shiner etc., as done in the 3 star category rooms. The charges also include dry cleaning and supply of quilts, bed spreads, towels etc.

SECTION VIII – SPECIAL CONDITIONS OF CONTRACT

1. **Employment conditions:**

i) The Contractor has to provide list of manpower with copy of documents in support of qualification, experience, age as prescribed for respective category in **Section VI –Scope of Work** before deploying of manpower:

a) List of manpower shortlisted by Contractor for providing containing bio-data with full details i.e. Date of birth, educational qualification experience along with copy of certificates, marital status, address and identification proof, medical fitness certificate.

b) Any other document considered relevant.

ii) The Contractor should make adequate enquiries about the character and antecedents of the persons whom they are provided. The contractor should submit the valid Identity proof such as Aadhar card, PAN card / Voters ID etc., of the manpower deployed by him. The Contractor will also ensure that the personnel provided are medically fit and will keep in record a certificate of their medical fitness. The Contractor shall withdraw the manpower deployed immediately, who are all found medically unfit during the contract period.

iii. The personnel provided under the Contract should have good communication skill in English/Tamil/Hindi and ensure discipline, integrity and enhance the image of this Port. The Contractor shall be responsible for any act of indiscipline on the part of persons provided by him.

iv. The Contractor shall ensure that persons to be provided are not alcoholic/ drug addict and shall not indulge in any activity prejudicial to the interests of the Port. The Contractor shall ensure proper conduct of the manpower deployed in VOC Port Guest House, Chennai and enforce prohibition of consumption of alcoholic drinks/ paan/ smoking/ unnecessary lingering without work and shall comply with Port rules and regulations including the requirement of IMS-ISO 9001:2015 and EMS 14001: 2015 & ISO 45001:2018 or other version if any for which the Port has been certified.

v. The Contractor upon receipt of written notice from the Port, at any time during the currency of contract shall replace the manpower deployed by him, without requesting any reasons for such replacement, who is found to be incompetent to handle the assigned work or for any other reasons including but not limited to security risk, conflict of interest or breach of confidentiality or misconduct like insubordination, indiscipline, disobedience, fraudulent, negligence, etc.

vii) The manpower deployed by the contractor shall not claim any Master and Servant relationship or employer and employee relationship against this Port.

viii) The Contractor shall be solely responsible for redressing the grievances, requests and other issues of the provided manpower and the Port shall not be made responsible for settlement of such issues.

ix) The Contractor shall be responsible for the medical and other related claims of the provided manpower and no such claim shall be made to the Port.

x) If any manpower deployed by the Contractor is absent beyond 5 days consecutively or absent for total of 18 days in a six-month period without genuine reason shall be replaced by another person by the contractor as per the terms and conditions of the agreement. The Contractor shall not re-engage on his payroll such manpower in the Port, who is habitual absent to the work as mentioned above.

xi) If any manpower deployed by the Contractor is absent beyond 5 days on maternity leave/accident, etc under ESI scheme it is the responsibility of the contractor to provide suitable substitute.

xii) All personnel employed by the contractor should wear proper Identity Cards and clean uniforms including shoes at their own cost.

xiii) The contractor shall have adequate back-up service and staff to deploy if indented by the Secretary or his authorized officer by him for contingent services during the visits of VVIPs.

xiv) The Contractor shall be responsible for having a Third party Insurance policy to protect and cover all types of accidents and injuries to his staff while working in the premises of the VOC Port Guest House at Chennai. The Port shall not be held liable for any accident and injuries to the staff of the Contractor in the premises of the VOC Port Guest House at Chennai.

xv) Frequent changes of staff should be avoided. The change of Supervisor should be done only after getting the concurrence of the Secretary or the officer concerned of the Port.

2**. Working Hours:**

i. The working hours for the manpower deployed by the Contractor will be 8 hours with half-an hour lunch break and wherever required staggered duty/shift duty/night duty for 8 hours shift will be adopted. The service of the manpower deployed by the Contractor should be prepared to work in shifts as may be required.

ii. The Contractor must ensure proper attendance and proper weekly-off of the manpower deployed. The Contractor shall be fully responsible for providing weekly-off to the manpower deployed. If the contractor deploys the same manpower on consecutive shifts or without weekly off, it will be the responsibility of the Contractor to pay extra wages, if any.

iii. The manpower deployed shall report on time and if late an allowance of 10 minutes will only be allowed upto three occasions in a month, failing which, for every two days so late coming, half a day's wages will be deducted.

iv. Improper usage of mobile phone by the manpower deployed during working hours is strictly prohibited and if found using, appropriated action, as deemed fit, shall be taken by the Secretary.

3. Payment details:

i. The Contractor shall disburse the monthly wages to the manpower deployed by him at the Port on or before 7th of every succeeding month. The wage should be paid by the Contractor only through bank Account to the manpower deployed by him.

ii. The pay slips shall be issued to the manpower deployed by the Contractor for every month one day before the date of payment.

iii. If the Contractor fails to pay wages to the provided manpower within the stipulated date, the Port shall serve a notice to the Contractor for disbursement of wages. Even after issuing notice to the Contractor, if he fails to provide the proof of having paid the wages due and/or reply to the notice, within 3 working days from the date of issue of notice, the Port shall make the payment to the manpower deployed by the contractor and deduct the said amount from the performance security / security deposit/ any other payment to be made to the Contractor. Under such circumstances the Port will not pay any service charges to the Contractor for the respective period.

iv. In the event of such default of payment of wages by the Contractor, a penalty of 15% of the said wages shall be levied and deducted by the Port from the Performance Security / Security deposit/ any other payment to be made to the Contractor. In case of continued default, the Contract will be terminated by the Port.

v. The Contractor will submit the bill in triplicate on or before 10th day of succeeding month for reimbursement in the **Model Tax invoice pro-forma** given in **Annexure-D** with reference to rates quoted in the tender. The reimbursement will be made on pro-rata basis after necessary deduction, if any, in terms of absent of the manpower. The normal time to make payment by this Port to the contractor is 10 working days from the date of receipt of bill in full shape with supporting documents including the documents of statutory payments. The payment will be released to the Contractor by the Port through E-payment to the bank account details furnished by the Contractor in the bid document.

vi. No claim for the payment from the Contractor shall be entertained after the lapse of three years of arising of the claim.

vii. The Contractor shall be accessible through E-mail/Fax/Special Messenger/Phone from the Port, which shall be acknowledged and responded immediately on receipt, on the same day, by the Contractor.

4. Other conditions:

i. The Port retains the right to place orders for an additional manpower up to a specified percentage of the originally contracted quantity at the same rate and terms of the contract, during the currency of the contract.

ii. The Contractor shall agree to provide such additional manpower in the requested category, on the request by the Port, within seven (7) days from the date of intimation by the Port, with same terms and conditions.

iii. The Port reserves the right to reduce the number of persons if required by giving 1 (one) month notice to the Contractor, without assigning any reasons.

iv. On the expiry of the contract period, the Contractor shall withdraw the manpower deployed by him at the Port and shall clear the accounts by paying all their legal dues. In case of any dispute arises on account of the termination of employment of the manpower deployed by the Contractor, it shall be the entire responsibility of the contractor to pay and settle the disputes.

5. Adoption:

i. The Contract shall be governed by the provisions of Major Port Authorities Act, 2021 and any other relevant Acts and directives issued by the Government of India from time to time. It shall be binding upon the Contractor to comply with all such acts, rules, regulations and directives issued by the Government of India and/or others communicated by the Port from time to time.

ii. In case any of the provisions with this Contract is repugnant to the Manual for Procurement of Consultancy & Other Services 2017, the bid document shall prevail over the later.

6. PENALTY

i. When the manpower deployed proceeds on leave or absents himself / herself, it will be the prime responsibility of the contractor to provide a suitable substitute. If the Contractor does not make alternate arrangement a penalty, at double the rate of wages, shall be deducted per day per person absent from the Contractor's bill, for such absence.

ii. If any short coming / noncompliance on the service of the contractor is identified by Secretary or authorized representatives found not in conformity with the terms and conditions of the contractor is liable for penalty of an amount of Rs. 1,000/- for the first instance. If it is continued thereafter an amount of Rs. 2,000/- per day will be charged against the contractors running bill.

The penalty would be leviable for the following reasons: -

A. Failure to maintain manpower.

B. Poor service as noticed or reported by any Guest or by any official deputed and authorized by the Secretary or his authorized officer for this purpose.

C. Complaints from the guests, if any, on any deficiency of service by the contractor.

D. Unhygienic conditions, if any, room service to the guests, maintenance of rooms.

E. Any other reason resulting in breach of any of the terms and conditions of the contract or for any situation leading to deficiency in service/quality etc., detrimental to the efficient functioning of the Port Guest House, Chennai as and when observed by the Secretary or his authorized officer or by any official authorized by him and in such cases, the decision of Secretary or his authorized officer for this purpose.

SECTION IX – 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 enclosing the relevant documents after being filled, signed with seal and serially numbered by the Bidder.

Limited tender (Two Cover)

Sl.No	Qualification Documents to be enclosed	Attached Page Ref No.
	Notice Inviting Tender (NIT)	
	UTR Number for payment of EMD	
	Form I – Bidder's Bid cover letter	
	Form II – Financial capability [as per Section III] Copies of the Income tax return, Profit & Loss statement and Balance sheet duly certified by the Chartered Accountant	
	Form III – Past Experience [as per Section III(A)] Copies of Work order and completion certificate issued by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalised Banks / Public Limited or Private Limited Companies, etc., as provided in Section IV	
	Form III A – Experience / Completion / Performance certificate	
	Form III B – Details of TDS certificate (if applicable)	
	Form IV – Declaration of Authorised Representative of the bid	
	Form V – Declaration of litigation and Blacklisting [as per Section IV (1) (v)]	
	Form VI – Certificate of acceptance in the Tender Conditions [as per Para No. 2(IV) of Section II]	
	Form VII – Declaration by the Bidder	
	Form VIII – Bank Mandate Form (Bank account details of the bidder)	
13.	Form IX – Indemnity Bond	
	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	
	Copy of GST registration certificate	
	Copy of PAN Card	
	Copies of	
	1. EPF registration certificate,	
	2. ESI registration certificate,	
	3. Copy of labour license issued for past executed work /services in	

	supply of manpower by the Labour Department for the contract under Contract Labour (Regulation and Abolition) Act, 1970.	
	A. Copy of work order/agreement /completion certificate for providing catering services. B. Tax receipt to obtained from local body/Govt. authorities C. Self-attested copy of work Order / Agreement / Completion Certificate D. Self-Attested Copies of Degree / Diploma Certificate and Experience Certificate	
19.	Total number of the pages attached by the bidder (mention the page no. starting from to end)	
	1. Starting page no.	
	2. Ending page no.	
	3. Total number of pages	

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

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

Place: …….
Date: ……..

Signature and seal of the
Authorized Representative of Bidder

FORM I

BIDDER'S BID COVER LETTER

(To be submitted in Company's letter head, with signature and seal)

1. Registered Business Name :
2. Registered Business Address :
3. Name of the Contract person to whom all references shall be made regarding this tender :
4. Description and address of the person to whom all references shall be made regarding this tender :
5. Telephone :
6. Telex :
7. Fax :
8. E-Mail :

To
The …….,
Head of the Department,
……. Department,
V.O.Chidambaranar Port Authority,
Tuticorin – 628 004,

Sir,

1. We hereby apply to be qualified for the tender invited by the V.O.Chidambaranar Port Authority, Tuticorin as a bidder for the work of tender for **Management of V.O.Chidambaranar Port Trade Promotion Centre Cum Guest House at Shenoy Nagar, Chennai for a period of 6 months.**
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 hereby authorize (any Public Official, Engineer, Bank, Depository, Manufacturer, Distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by the Port to verify statements and information provided in this application or regarding our competence and standing.
3. We the undersigned have read and examined in detail the bid document in respect of providing manpower services and do hereby express our interest to provide such services.

4. We certify that the person, who shall engage in duties are competent enough and have necessary qualification for taking up this assignment.

5. 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 email id)
b) For Financial: Shri/Smt …… (Name, position, Address, contact number and email id)
c) For Personnel: Shri/Smt …… (Name, position, Address, contact number and email id)

6. We declare that the statements made and the information provided in the application are complete, true and correct in every detail.

7. We understand that V.O.Chidambaranar Port Authority reserves the right to reject any application without assigning any reasons.

Thanking you,

Respectfully,

Place: …….
Date: ……..

Signature and seal of the Authorized Representative of Bidder

FORM II

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

Sl.No.	***Financial year***	***Total Turnover***	***Attached page no. reference***
01	Year 2022 – 2023	Rs.....	
02	Year 2023 – 2024	Rs.....	
03	Year 2024 – 2025	Rs.....	

Note:

1. The Profit & Loss statement and Balance sheet to be enclosed duly certified by the Chartered Accountant.
2. Prior turnover are relaxed for the startups, subject to meeting of quality and technical specifications.

Yours faithfully,

(Signature of Authorized Person)

Place: …….

Date: ……..

Name …….

Designation ……..

Business Address:

……

Seal …….

FORM – III

PAST EXPERIENCE

The bidder/firm shall have experience and successfully completed atleast 02 years in managing guest houses, serviced apartments, hotels or hospitality facilities, during last 5 (five) years ending last day of the month previous to the one in which tenders are invited. with either of the following in any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies, etc.

Details of Similar Past 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	Attached page no. reference
				Commencement	completion			
1								

Note:

1. The copies of the documents containing above information like work order and completion certificate in the format attached Form III (A) have to be attach duly self-attested.
2. Prior Experience are exempted for the startups, subject to meeting of quality and technical specifications.

Yours faithfully,

(Signature of Authorized Person)

Place: …….

Date: ……..

Name …….

Designation ……..

Business Address: ……

……

Seal …….

FORM – III (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. Date of commencement of execution of Contract:
4. Date of completion of Contract:
5. Date of extension, if any:
6. Value of the Work:
7. Scope of Work:
8. Executed value:
9. Period of contract:
10. Performance of the Contractor: Satisfactory/ Not Satisfactory
11. Whether any penalty is imposed:
12. Actual payment made:

(Signature)

Place: …….

Date: ……..

Name …….

Designation ……..

Organisation with Address...……

……

Seal …….

Note :

i. Furnishing the information in the format is preferable.

ii. However certificate(s) submitted in any other format should contain all the required information as in the Form III A.

FORM – III (B)

DETAILS OF TDS CERTIFICATE

In case of experience in organisation other than Central / State Government / Autonomous bodies / PSEs/PSUs/ Nationalised 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, 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	Attached page no. reference
				No.	Amount		
1							

Yours faithfully,

(Signature of Authorized Person)

Place: …….

Date: ……..

Name …….

Designation ……..

Business Address: ……

……

Seal …….

FORM IV

DECLARATION OF AUTHORISED REPRESENTATIVE

(To be provided in Rs 100/- non-judicial Stamp Paper)

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

I/We,..... (Name)being the (Proprietor/Partners/Karta/Managing Directors and whole time Director/Members of Managing Committee of Associations/Board Members etc.) of ..... (Name of the Bidder), hereby solemnly affirm and declare that the ..... (Authorised Signatory) is hereby authorized, vide resolution No. (Resolution Number) 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 (Authorised Signatory) hereby solemnly accord my acceptance to act as authorized signatory for the above referred business and all my acts shall be binding on the business.

Signature of Authorised 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.

FORM V

DECLARATION ON LITIGATION AND BLACK LISTING

Declaration to be issued on the official letter head stating the following that
WE DECLARE THAT:

1. We have/ have not been involved in any litigation for the past five years that may have an impact of affecting or compromising the delivery of service as required under this tender.
2. Information regarding any litigation and arbitration against the Port during the past five years prior to the date of publication of NIT, the parties concerned and disputed amount is as given below

   1.----------
   2.----------

3. We are not black listed or debarred in the last three years from providing service by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalised Banks / Public Limited or Private Limited Companies, etc., in India.

Yours faithfully,

(Signature of Authorized Person)

Place: …….
Date: ……..

Name …….
Description ……..
Business Address: ……
……
Seal …….

Witness with signature

1. Name & Address

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

2) Name & Address

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

FORM VI

CERTIFICATE OF ACCEPTANCE
(The same has to be submitted on Company Letter head with signature and seal)

This is with reference to Tender No……., for Management of V.O.Chidambaranar Port Trade Promotion Centre Cum Guest House at Shenoy Nagar, Chennai for a period of 6 months

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

Yours faithfully,

(Signature of Authorized Person)

Place: …….
Date: ……..

Name …….
Description ……..
Business Address: ……
……
Seal …….

Witness with signature

1. Name & Address

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

2) Name & Address

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

FORM VII

DECLARATION BY THE BIDDER

(To be provided in 100 Rs Stamp Paper)

To

The Head of the Department.

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 ……., **Management of V.O.Chidambaranar Port Trade Promotion Centre Cum Guest House at Shenoy Nagar, Chennai for a period of 6 months** and accepts all conditions of the tender. 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 tender shall be summarily rejected without prejudice to the right of the Board Members of Port of V.O.Chidambaranar Port Authority to take further action in to the matter.

Witness's	Bidder's
Signature: _____	Signature:_____
Name: _____	Name: _____
Address: _____	Address: _____
Tel. No: _____	Tel. No: _____
Mobile no:_____	Mobile No:_____
Date:_____	Date:_____

-

FORM VIII

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. Account No. :
8. Name of the Authorised Person :
9. Signature of the authorised person as per Bank :
10. E-Mail ID of Authorised Person :
11. Contact No. Landline/Mobile :

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

Name & Seal of the Bank with Date

Form – IX

INDEMNITY BOND

(to be executed separately on Rs.100/- value stamp paper)

This deed of Indemnity is made on this _____

Between the V.O.Chidambaranar Port Authority, Tuticorin – 4 represented by the Chairperson, V.O.Chidambaranar Port Authority (hereinafter called Port Authority) the one part and M/s._____(herein after called the indemnified of the other part.

WHEREAS the V.O.Chidambaranar Port Authority has agreed to let on contract for **Management of V.O.Chidambaranar Port Trade Promotion Centre Cum Guest House at Shenoy Nagar, Chennai for a period of 6 months**, with reference to agreement entered between V.O.Chidambaranar Port Authority and indemnifier vide agreement ---------- ---------- of the V.O. Chidambaranar Port Authority.

WHEREAS M/s._____ has agreed to all the Terms and Conditions of the agreement referred above.

Now this deed witness the as follows:

(a) The indemnifier undertake full responsibility for the safety of the Tools and Plants, furniture fittings, etc. which will be intimated along with the work order and indemnify the V.O.Chidambaranar Port Authority to a tune of Rs.7 lakhs (Rupees Seven Lakhs only) against any loss or damage from the time of taking over of the Port Guest House and returned to V.O. Chidambaranar Port Authority on completion of contract.

(b) This indemnity bond shall remain in full force till completion of the contract period and full handing over of the Port property in working condition to the V.O.Chidambaranar Port Authority.

(c) The decision of the Secretary, V.O.Chidambaranar Port Authority with regard to cost payable for any damage by the tenderer shall be final and binding of the contractor.

IN WITNESSETH THEREOF the indemnifier signs this deed on the _____at Tuticorin.

ANNEXURE B

CONTRACT AGREEMENT FORM

(To be provided in Rs 100 /- non-judicial Stamp Paper)

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

M/s. Board Members, V.O. Chidambaranar Port Authority, a body corporate under Major Port Authorities Act, 2021, represented by its ..... Shri. ....., s/o..... having its office at Administrative building, V.O. Chidambaranar Port Authority, 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 ..... represented by its ..... (Description) Shri....., s/o..... (hereinafter 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 work comprising **Management of V.O.Chidambaranar Port Trade Promotion Centre Cum Guest House at Shenoy Nagar, Chennai for a period of 6 months.**

WHEREAS the Contractor has offered to execute and complete such works and whereas the Board has accepted the tender of the Contractor and

WHEREAS the Contractor has furnished a sum of Rs...../- (Rupees ..... only) as Earnest Money Deposit (EMD) at the time of tendering, which will be adjusted against Security deposit 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:

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.

The following documents shall be deemed to form and be read and construed as part of this Agreement viz.

1. Notice inviting tender
2. Instruction to the Bidders
3. Scope of Work, Activity Schedule and other requirements
4. General Conditions of Contract
5. Special Conditions of Contract
6. Annexures and Forms
7. Price bid
8. Work Order No.....
9. Any correspondences and documents that touching the tender/Contract.

The Contractor hereby covenants with the Board to deploy manpower in complete and maintain the "Manpower" in conformity and in all respects with the provisions of this Agreement.

The Board hereby covenants to pay the Contractor in consideration of such services for the "Contract Price" at the time and in the manner prescribed in the Tender/Agreement.

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

The common seal of the Members 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

<u>Witness with signature</u>

1. Name & Address

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

2) Name & Address

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

ANNEXURE C

FORM OF BANK GUARANTEE
(For Performance Security)

In consideration of the Board Members of V.O.Chidambaranar Port Authority (hereinafter called as "Port") represented by its……, having agreed to exempt..... (hereinafter called "Contractor") from the demand, under the terms and conditions of Contract awarded with No..... on ..... made between the Board and the Contractor for "**Management of V.O.Chidambaranar Port Trade Promotion Centre Cum Guest House at Shenoy Nagar, Chennai for a period of 6 months"** hereinafter called "Agreement") of Performance Security for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs. ..... (Rupees ..... only).

2. We,..... (hereinafter referred to as the Bank) at the request of the Contractor(s) do hereby undertake to pay to the Port an amount not exceeding Rs...../-(Rupees..... only) against any loss or damage caused to or suffered or would be caused to or suffered by the Port by reason of any breach or non-performance by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.

3. We, the Banker of the Contractor do hereby undertake to pay the amounts due payable under this Guarantee without any demur, merely on a demand from the Port stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Port by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However our liability under this Guarantee shall be restricted to an amount not exceeding Rs...../-.

4. We undertake to pay to the Port any money so demanded not withstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings before any Court of Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

6. This Bank Guarantee shall be valid upto..... ("Period"). We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the Period and that it 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 Port certified that the terms and condition of the said Agreement have been fully and properly carried out by the said Contractor's and accordingly discharges this Bank Guarantee. Unless a demand or claim under this Guarantee is made on us in writing within three months from the date of expiry of the validity of the Bank Guarantee period we shall be discharged from all liability under this Guarantee thereafter provided further that the Bank shall at the request of the Port but at the cost of Contractor(s) renew or extend this Guarantee for such further period or periods as the Port may require.

7. We, the Bank further agree the Port, that the Port shall have the fullest liberty without consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Port against the said Contractor(s) or for any forbearance, act or omission on the part of the Port or any indulgence by the Port to the said Contractor(s) or by any such matter or thing whatsoever which under the Law relating to sureties would but for this provision, have effect of so relieving us.

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

9. We, the Bank hereby undertake not to revoke this Guarantee during its currency except with the previous consent of the Port in writing.

Dated the ..... day of ..... month of 20..... at .....

ANNEXURE-D

Tax Invoice

Invoice No:

Invoice Date:

From Company name : Address : GSTIN/UIN : PAN No. : State Name : Contact No : E-mail ID : Work Order No:
To V.O.Chidambaranar Port Authority, Tuticorin – 628004 GSTIN/UIN : State Name : Place of supply :

1. Taxable Service

Sl. No	Description	HSN/SAC	Unit	Rate / Unit	Qty	Total Value (in Rs.)
	Less: Discounts, if any					
	Total Taxable value					
	Add: CGST @					
	SGST @ or					
	IGST @					
	Total					

2. Non-Taxable service

Sl.No.	**Description**	**Total value (in Rs.)**
	Total	
	Grand Total (1+2)	

No

Yes

Note Service is covered under Reverse Charge Mechanism (RCM)

Rupees (in words) :

Bank Account No. :

IFSC Code :

Authorised Signatory

(Signature of the Service Provider)

		BILLS FOR THE MONTH OF															
												Employer Contribution					
Sl. No.	Name of the Employee	Designation	No of Days for a month	Pay Per day (inclus. Pay for weekly day rest)	Wages for a month	No. of days availed Leave	Deducted for leave	Balance Wages	ESI (0.75%)	EPF (13%)	Net pay paid to the employee	ESI Contribution 3.25% paid to the Contractor	EPF Contribution 12% paid to the Contractor	Cleaning and maintenance charges	Admin. Charges ____% on Col. No. 9	CGST 9% & SGST 9% paid to the Contractor for 18% (9+15)	Total Payment made to the Contractor (9+13+14+15+16+ 17)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18

ANNEXURE- E

NOTICE INVITING TENDER FOR THE WORK MANAGEMENT OF V.O.CHIDAMBARANAR PORT TRADE PROMOTION CENTRE CUM GUEST HOUSE AT SHENOY NAGAR, CHENNAI FOR A PERIOD OF 6 MONTHS

TENDER ACCEPTANCE LETTER

(To be given on company Letter Head)

To

Sir,

Subject:

Tender Reference No------

1. I/ We have downloaded/obtained the tender document(s) for the above mentioned Tender/Work namely:---------- 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) schedule(s) etc.,) which form part of the contract agreement and I/We shall abide hereby and agree the terms/conditions/clauses contained therein.

3. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) in the totality/entirety.

4. I/We hereby declare that our firm has not been blacklisted/debarred by any Govt. Department/Public sector undertaking.

5. 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)

ANNEXURE - F

(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)	o Micro o Small Scale o Medium o Startup Company o Others
3	Whether Manufacturer for the tendered items (supply) / Service Provider for the tendered services as per MSE certification. (Please tick mark the appropriate)	o Manufacturer for supply items o Service Provider for services Trader/reseller/authorized agent/ distributor/manpower services o Non MSE Bidder
4	Attach the copy of the certificate	o

Note:

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

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)

ANNEXURE-G

PROFORMA OF INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the _____ (month and year) between, on one hand, the President of India, acting through Shri _____, [designation of the officer], V.O.Chidambaranar Port Authority, Government of India (hereinafter called the "PORT", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/S _____ represented by Shri _____, (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the PORT proposes to execute the work ……..and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the PORT is a Ministry of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract entered into with a view to:

Enabling the PORT to obtain the desired said work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PORT will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the PORT

1.1. The PORT undertakes that no official of the PORT, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2. The port will, during the pre-contract stage, treat all bidders alike, and will provide to all bidders the same information and will not provide any such information to any particular bidder which could afford an advantage to that particular bidder in comparison to other bidders.

1.3. All the officials of the PORT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the bidder to the port with full and verifiable facts and the same is prima facie found to be correct by the port, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PORT and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PORT the proceedings under the contract would not be stalled.

3. Commitments of BIDDERs

3. The bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following

3.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Port, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PORT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3. BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.

3.4. BIDDERs shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.

3.5. The BIDDER further confirms and declares to the PORT that the BIDDER is the original manufacturer / integrator / authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PORT or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PORT or their family members, agents, brokers or any

other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the PORT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PORT, or alternatively, if any relative of an officer of the PORT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PORT.

4. Previous Transgression

4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations

5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PORT to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Bid Securing Declaration (in pre-contract stage) shall be imposed and / or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PORT and the PORT shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the PORT, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the PORT in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PORT, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PORT resulting from such cancellation/rescission and the PORT shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the PORT.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PORT with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the PORT to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2. The PORT will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.

5.3. The decision of the PORT to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

6. <u>Earnest Money Deposit</u>

6.1. While submitting commercial bid, The tenderer shall deposit an amount of Rs.1,47,600 (Rupees One lakhs forty seven thousand six hundred only) as Earnest Money Deposit only pay through online payment gateway mode.

6.2. The Security Deposit shall comply with the contractual obligations.

6.3. In case performance Security, the successful BIDDER shall comply with the contractual obligations.

6.4. No interest shall be payable by the PORT to the BIDDER on Security Deposit/Performance Security for the period of its currency.

7. <u>Fall Clause</u>

7.1. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub system was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PORT, if the contract has already been concluded.

8. <u>Independent Monitors</u>

8.1. There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by the PORT for this Pact in consultation with the Central Vigilance Commission. The Independent External Monitors appointed by Port are as follows:

1. **Shri. Trivikram Nath Tiwari, ILS (Retd.),**

   301-B, Block-3B, HIG DDA Flats,
   Rani Jhansi Road, DDA Complex, Motia Khan,
   New Delhi – 110 055.
   Mail id: trivikramnt@yahoo.co.in Mob No:9871788277

2. **Shri. Hermanprit Singh, IPS (Retd),**

   12, Belevedre Road,
   Alipore, Kolkata – 700 027.
   email id: hermanprit@gmail.com
   Mob No: 98301 97103

8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the PORT.

8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PORT including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7. The PORT will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8. The Monitor will submit a written report to the Chief Engineer, VOC Port Authority, within 8 to 10 weeks from the date of reference or intimation to him by the PORT / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PORT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PORT.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1. The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the PORT and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12.3 The parties hereby sign this Integrity Pact at _____ on ___

PORT	BIDDER
Name of the Officer:	
Designation :	
V.O.Chidambaranar Port Authority	
Tuticorin.	
Witness	Witness
1. _____	1. _____
2. _____	2. _____

ANNEXURE-H

PRICE SCHEDULE

Sl No	**Description**	**Amount (in Rs)**
1	Manpower charges for Supervising, servicing, cleaning & Security (for 24x7) in all days	
2	Total Wages for 6 months (a x 6 months)	
3	Statutory Compliances & Over Head Expenses including Profit (for 6 months)	
	TOTAL (Exclusive of Taxes)	

Note: Maintenance charge will be paid monthly by the Port on submission of bills on actual basis for procuring and supply of basic items like room fresheners, placing bathing soap, pack of hair oil, tooth paste in bathroom, provide fresh drinking water, Shaving set, Milk powder, coffee powder, tea dip pack, sugar pack, paper& pen, electric kettle, shower cap, Bathroom slipper (use & throw), shoe shiner etc., as done in the 3 star Hotel category rooms. The charges also include dry cleaning and supply of quilts, bed spreads, towels etc.

A minimum profit of 3.85% of the manpower cost shall be quoted.