

V.O.CHIDAMBARANAR PORT TRUST
MARINE DEPARTMENT
TUTICORIN -628 004

TENDER NO.M-NAVI/50T BP Tug Hire/F07



E-TENDER DOCUMENT FOR

NAME OF WORK: “SUPPLY, MANNING, OPERATION AND MAINTENANCE OF 1 NO. OF 50T BP OR MORE HIGHLY MANEUVERABLE TRACTOR, REVERSE TRACTOR OR ASD TUG FOR VOC PORT TRUST ON HIRE BASIS FOR A PERIOD OF FIVE YEARS EXTENDABLE BY TWO YEARS”

DEPUTY CONSERVATOR
V.O.CHIDAMBARANAR PORT TRUST
TUTICORIN-628 004

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	V.O.CHIDAMBARANAR PORT TRUST MARINE DEPARTMENT TUTICORIN - 628 004. NOTICE INVITING TENDER	
Online Electronic Tenders are invited by V.O.Chidambaranar Port Trust, Tuticorin from experienced, reputed and financially sound contractors, as stipulated in the tender document for the following work:		
Tender No.	:	M-NAVI/50T BP Tug Hire/F07
Name of work	:	Supply, Manning, Operation and Maintenance of 1 No. of 50T BP or more highly maneuverable Tractor, Reverse Tractor or ASD tug for VOC Port Trust on hire basis for a period of five years extendable by two years .
Estimate value of Work	:	Rs.34,53,03,000/- plus GST
Earnest Money Deposit	:	Rs.59,53,030/- [Rs.25,00,000/- by NEFT/ RTGST and Rs.34,53,030/- by BG]
Date of down loading of tender document from VOCPT e-tendering web-site	:	19.07.2019 to 09.08.2019
Pre - Bid Meeting	:	15.00 hrs on 26.07.2019
Last Date and Time for submission of Tenders on line	:	Up to 15.00 hrs on 09.08.2019
Date and time of opening of (cover-1)Technical Bid Online	:	15.30Hrs on 09.08.2019
Validity of tender	:	120 days from the last date fixed for receipt of tender.

For further details visit the port e-tender website www.tenderwizard.com/VOCPT.

S/d (18.07.2019)
Deputy Conservator

SECTION- II

1. INVITATION TO TENDER

- 1.1. TENDER NOTICE:** Electronic Tenders (Online) are invited in double cover system on behalf of **V.O.CHIDAMBARANAR PORT TRUST (VOCPT)** from reputed and experienced Contractors for “Supply, Manning, Operation and Maintenance of 1 No. of 50T BP or more highly maneuverable Tractor, Reverse Tractor or ASD tug for VOC Port Trust on hire basis for a period of five years extendable by two years” (Tender No. M-NAVI/50T BP Tug Hire/F07)
- 1.2.** The tenderer must fulfill the requirements stipulated in the tender.
- 1.3.** The tender shall remain valid for acceptance for a period of 120 Days from the date fixed for opening of the tender.
- 1.4.** Tender Document having all details is available at the URL of the e-Tender Portal <https://www.tenderwizard.com/VOCPT>. The interested tenderers are needed to register in the website name www.tenderwizard.com/VOCPT by clicking "Register Me" option in order to obtain USER ID & Password first then to activate USER ID pay Rs.5,700/- through E - payment in favor of 'KEONICS', Bangalore. The tender documents are required to be submitted only through e-mode offered in the website www.tenderwizard.com/VOCPT. Tenders in any other manner will be rejected and no correspondence on such matter will be entertained. The intending bidders after obtaining User ID and passwords are required to upload the scanned copies of particulars in order to receive the bidding document.
- 1.5. EARNEST MONEY DEPOSIT:** While uploading tender, the cost of EMD of Rs.59,53,030/- (Rupees Fifty nine lakhs fifty three thousands and thirty only) shall be paid through RTGS/NEFT payment to V.O.Chidambaranar Port Trust, Tuticorin. (or) to remit Rs.25 Lakhs through RTGS/NEFT payment and balance by BG and proof of BG duly Notarised to be uploaded. The validity of BG should be 120 days with a claim period of one month (i.e.) totally 150 days from the bid submission date. If the tender documents are submitted without EMD, the tender will be rejected.
- 1.6. PROCESSING CHARGE OF E-TENDER:**

Successful tenderer has to pay the charges to M/s. KEONICS for Tender hosting and processing charges in e-tender website.		
1	Charges based on award value to the winning Bidder Transaction fee payable by winning vendor	0.9% of Auction/Tender award value or subject to a maximum of Rs.20,000/- per tender, whichever is less.
Note: GST @18% is extra and is applicable for all services (or) at prevailing rates		

- 1.7.** On receipt of Work Order, the successful bidder has to remit the fees to be paid to M/s.KEONICS, and should produced the documentary evidence for the payment and on receipt of the same, the successful bidder has to execute the agreement.

2. **IMPORTANT INSTRUCTIONS AND GUIDELINES TO TENDERERS FOR E-TENDRING:**

- 2.1. Tenders only through E-Tendering mode. (www.tenderwizard.com/tenders)
- 2.2. VOCPT Tenders through online/e-tendering only.
- 2.3. "Interested tenderers who are not registered with KEONICS must register to opt the USER ID and PASSWORD by E-payment of Rs.5,700/- in Favour of "KEONICS".
- 2.4. VOCPT and KEONICS will not entertain and will not accept any reasons of Tenderer due to Net Connection Failure/Current Connection Failure and any issues during the filling of tender online. Tenderer will be responsible for all those facts and failure of Net Connectivity, Current Connectivity and they should be at their own risk VOCPT and KEONICS will not take any liabilities and claims for failure of Network and problem arise submission of the tender forms online.
- 2.5. VOCPT E-TENDER WEBSIT ARE: www.tenderwizard.com/VOCPT or go to VOCPT website and click on "E-TENDERING" LINK for accessing the site.
- 2.6. Employer may verify the original documents as submitted in the e-tendering process.
- 2.7. The tender Document fees and Earnest money deposit shall be submitted in the form of RTGS/NEFT as follows:-

A	Name and address of the bank	Indian overseas bank, Harbour Branch, Tuticorin-628004.
B	Name of the branch	Harbour Branch
C	IFSC code	IOBA0000143
D	Account Number	0143010000000001
E	Type of Account	Savings Account
F	Beneficiary's Name	V.O.Chidambaranar Port Trust

- 2.8. **No Exemption from payment of & EMD:** Since, this tender is for Supply, Manning, Operation and Maintenance of 1 No. of 50T BP or more highly maneuverable Tractor, Reverse Tractor or ASD tug for VOC Port Trust on hire basis for a period of five years extendable by two years, it is not a tender/quotation for procurement of materials, etc, as far as this Tender is concerned, all firms including firms registered under NSIC are not exempted from payment of Earnest Money Deposit.
- 2.9. Tenders which are in any way incomplete will not be considered. The Ports reserves the rights to waive any formality thereof or to reject any or all the tenders without assigning any reason and not bound itself to accept the lowest tender.

- 2.10.** The tenderer should adhere to the ESI & EPF Act and or equivalent regulations for the crew if any which should not be lower than the ESI & EPF Act. Tender who are having separate ESI / EPF code will be allowed to submit online.
- 2.11.** The tenders of tenderers who had litigation against the VOCPT will not be considered and the amount paid towards the cost of tender document will not be refunded.
- 2.12.** This tender notice shall form part of the contract agreement.

S/d (18.07.2019)
Deputy Conservator

Copy to

1. All Head of Departments/VOCPT
2. CVO/VOCPT
3. Notice Board
4. List of Contractors
5. Shri.V.Ramakrishnan,
Chief Engineer(Rtd) CPWD,
No.30,2nd. Cross Street,'Sunrise' neelankarai,
Chennai - 600 115

3. INSTRUCTIONS TO TENDERERS

- 3.1. GENERAL:** On behalf of the Board of Trustees of the V.O.Chidambaranar Port Trust, Deputy Conservator, V.O.Chidambaranar Port Trust invites tenders in sealed covers from reputed firms with proven ability to Supply, Manning, Operation and Maintenance of 1 No. of 50T BP or more highly maneuverable Tractor, Reverse Tractor or ASD tug for VOC Port Trust on hire basis for a period of five years extendable by two years for Pilotage operations and other Port activities.
- 3.2. DEFINITIONS AND INTERPRETATIONS:** In the contract as hereinafter defined, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.
- 3.2.1.** "Port" means Board of Trustees of V.O.Chidambaranar Port Trust, a body corporate under the Major Port Trusts Act, 1963, acting through its Chairman, Deputy Chairman and Deputy Conservator or any other officer so nominated.
- 3.2.2.** "Operator" means the person or persons, firm, corporation, joint venture or company whose tender has been accepted by the Port and includes the Operator's servants, agents and workmen, personal representatives, successors and permitted assigns.
- 3.2.3.** "Contract" means and includes Tender document which includes Instruction to Tenderers & General Conditions of contract, Operating agreement, Letter of Acceptance, Bank Guarantees in respect of performance and safe return of crafts etc. and any addendum/corrigendum thereto.
- 3.2.4.** "Contract Price" means the sum named in the tender subject to such additions thereto or deductions there from as may be under the provisions herein contained.
- 3.2.5.** "Approved/Approval" means the approval in writing.
- 3.2.6.** "Downtime" means the time period during which the vessel is not made available by the Operator to the Port for any operations required by the Port as per tender.
- 3.2.7.** "ISPS" means International Ship and Port Facility Security Code.
- 3.2.8.** "Shift" means eight hours commencing from 06.00 hrs to 14.00 hrs. 14.00 hrs. to 22.00 hrs. and 22.00 hrs. to 06.00 hrs. of the next day.
- 3.2.9.** "On Hire" shall means a joint survey carried out by VOCPT before the Tug is accepted for service in the Port to assess the condition, capability and performance of the Tug and the Quantity of fuel, fresh water etc, on board.
- 3.2.10.** "Off Hire" shall means a joint survey carried out by VOCPT before the Tug is relieved from the service of the Port on completion of the contract period to assess the Quantity of fuel, fresh water etc, on board.

3.2.11. “IRS” shall mean Indian Register of Shipping.

3.2.12. “IEM” shall mean Independent External Monitor.

3.3. **Downloading of tender from VOCPT online e-tendering web site:** The complete set of tender documents including forms, conditions of contract, work specifications, etc. will be downloaded by contractors registered through e-tendering website www.tenderwizard.com/VOCPT from 19.07.2019 to 09.08.2019. The instructions for submitting e-tender is given in the e-tendering website www.tenderwizard.com/VOCPT.

3.4. THE FOLLOWING SCANNED COPY DOCUMENTS TO BE UPLOADED IN THE E-TENDER WEBSITE www.tenderwizard.com/VOCPT WHILE SUBMITTING TENDER:

3.4.1. Cover-1:

3.4.1.1. The scanned copy of RTGS Payment details for Earnest Money Deposit to be uploaded.

3.4.1.2. Tenderer should give an undertaking that they abide by the terms and conditions of the tender in full and upload the undertaking which will meet the requirement of documentation for tender evaluation. As per Annexure-15 enclosed.

3.4.1.3. Scanned copy of Notary attested Particulars with regard to experience (work order with detailed BOQ and satisfactory completion/ performance certificate with value of work done) as detailed under clause 3.27 Minimum Eligibility Criteria for Pre-Qualification.

3.4.1.4. Scanned Copy of Notary attested Income Tax Permanent Account number card for assessing the income tax.

3.4.1.5. Scanned Copy of Notary attested Certificate of the Audited Financial Statements for the above three years.

3.4.1.6. Copy of Notary attested GST Registration No. along with Notary attested copy of certificate for GST registration and GSTIN No.

3.4.1.7. Scanned copy of Notary attested ESI & EPF registration certificates.

3.4.1.8. Scanned Notarized copy of latest Bollard Pull test certificate of offered tug issued by the Classification Society

3.4.2. Cover-2: The Schedule of Prices to be indicated in the respective columns shown in the e-Tendering Website only.

3.5 EARNEST MONEY DEPOSIT:

The Earnest Money deposited by the unsuccessful tenderers will be refunded within fifteen days of deciding L1 without interest. The EMD deposited by the successful tenderer will be refunded on receipt of Performance Security as in

clause 3.6. Whenever there is a delay in commencement of work / payment of performance security within the specified time, the EMD shall be forfeited. EMD will not bear any interest.

3.6 PERFORMANCE SECURITY:

The Successful tenderer will be required to furnish a performance Security for a sum equivalent to 10% of the total contract price in any of the following form for the due observance of all the conditions and obligations, both direct and indirect on the part of the Operator.

- a) (i) Deposit by five numbers of Demand Draft drawn on Nationalised banks/ Scheduled commercial banks having Networth above Rs.100 Crores, of equal annual value of contract price, totaling 10% of Total Contract Price with validity of 1,2,3,4,& 5 years respectively, drawn in favour of Financial Advisor & Chief Accounts Officer, V.O.Chidambaranar Port Trust, Tuticorin - 628 004 payable at Tuticorin-628 004.

OR

- (ii) Furnish five numbers of Bank Guarantee of equal annual value of contract price, totaling 10% of Total Contract Price with validity of 1,2,3,4 & 5 years respectively from any Nationalized Bank or scheduled Bank with a net worth of Rs.100 crores or more in India executed on stamp paper in the prescribed proforma of V.O.Chidambaranar Port Trust.
- b) The successful tenderer shall request the Bank to send the Bank Guarantee directly to the V.O.Chidambaranar Port Trust under Registered Post with A/D
- c) The Performance Security for each year will be released only after completion of every year on satisfactory completion of the entire scope of works contemplated in this contract. Unless Performance Security is furnished within 15 days of the acceptance of the tender or such extended period as may be permitted by Deputy Conservator in writing, the Earnest Money Deposit is liable to be forfeited and the contract cancelled.
- d) In the event of the tenderer, after the issue of the communication of the acceptance of the offer by the Board, failing / refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to be construed as the Operator's calculated and willful breach of contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event, the Board shall have full right to claim damages therefore in addition to the forfeiture of earnest money deposit.
- e) The Board may at their option forfeit the Performance Security if the Operator fails to effect the supply or perform or observe the conditions of contract. The Board will also be at liberty to deduct any sum that may be due to the Port from the Performance Security or from any sums of money

due or that may become due under any other contract to the Operator. This is without prejudice to the rights of the Board under the terms of the contract.

- f) The said Performance Security shall not in any way be construed as a limitation of the Operator's responsibility or liability pertaining to his obligations and / or guarantees under the contract and shall be without prejudice and in addition to any other remedies available to the Board in terms of the contract and/or the laws of the land.
- g) Performance Security shall not bear any interest

3.7 PRE-BID MEETING AND TIME SCHEDULE :

A Pre-Bid meeting will be conducted on 26.07.2019 at 15.00 hrs at this office to discuss specifications. The tenderer shall be permitted to

- (a) Send queries for the pre-bid meeting:
- (b) Attend the pre-Bid meeting and
- (c) Participate in the tender and submit the tender:

After the pre-bid meeting, the reply to the questionnaire shall be complied and corrigendum to the Tender document if necessary will be published in the website only. Before submission of tenders by the prospective tenderers, if V.O.Chidambaranar Port Trust desires to issue any clarifications to the tender documents, the clarifications issued shall be addendum, corrigendum to the Tender document. The reply shall be a part of the tender document.

- 3.8 COMMENCEMENT OF CONTRACT & L.D:** The commencement of contract for the "Supply, Manning, operation and maintenance of one number 50 Tonnes or more B.P. Highly maneuverable Tractor, Reverse Tractor or Azimuth Stern Drive (ASD) tug for V.O.Chidambaranar Port Trust on hire basis for a period of five years extendable by two years." shall be w.e.f 12.09.2019 and commence on the prescribed time failing which L.D will be imposed @ 0.5% of the contract value per week of delay subject to a maximum of 10% of the contract value for the total contract period as liquidated and ascertained damages and not by way of penalty shall be deducted from any money due or become due to the tenderer subject to Force Majeure.

3.9 FORCE MAJEURES :

In the event of either party being rendered unable by force majeure to perform any obligation to be performed by them under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure events last. The cost and loss sustained by either party shall be borne by respective parties. The term force majeure employed herein shall mean Act of God, war (declared or not), tsunami, restraints imposed by Governments,

Riots, Strikes, Go Slow, Lock Out or any labour unrest at the works of the contractor (to be substantiated by the contractor with document), civil commotion, fire, accident, sabotage, earthquake or any other natural calamities, declared as such by the State or Central Government, plague, quarantine, import or export embargoes, or change in Govt. policies or any happening affecting the performance by the contractor or its obligations under this contract which, in the opinion of the Employer, the contractor cannot reasonably prevent or control against.

3.10 RATES TO BE IN FIGURES AND WORDS:

The tenderer shall quote the rate in Indian Rupees for per day of 24 hours. It shall be given in English, in figures as well as in words, the rates tendered by him in the concerned proforma of the tender and in such a way that interpolation is not possible. In case of any discrepancy between figures and written words, the rates in words shall be taken as the quoted price.

3.11 CORRECTION/VARIATION:

- 3.11.1 All corrections and alterations in the entries of the tender documents shall be attested with full signature of the tenderer with date. No erasures or over-writings are permissible.
- 3.11.2 The tenderers should not send any revised or amended offers after the opening of the tender. No such document will be entertained. The Board also does not accept offers with a price variation clause.
- 3.11.3 The prices and amounts entered in the schedule of price shall represent the tenderer's offer for the Tug generally in accordance with specifications and purpose given in this tender.

3.12 SIGNING OF TENDER:

- a) The tender shall be signed only by the parties who are themselves in a position to undertake the work viz "Supply, Manning, operation and maintenance of one number 50 Tonnes or more B.P. Highly maneuverable Tractor, Reverse Tractor or Azimuth Stern Drive (ASD)tug for V.O.Chidambaranar Port Trust for five years extendable by two years." 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 tenderer with his usual signature. Partnership firms shall furnish the full names of all the partners or duly authorised representatives followed by the name and designation 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. Tender by a company governed to Indian Companies Act shall be signed in the name of the company by a duly authorised 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.

- b) In case if the applicant is a Joint venture/Consortium, the experience of financial criteria of those members who have not less than 26% of share only will be considered and the lead member should have done atleast one work of similar nature not less than 40% of the total value of work.
- c) 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.

3.13 JOINT VENTURE / CONSORTIUM:

The Bidder may be a single entity or a group of entities (hereinafter referred to as Consortium), coming together for providing the Services. The term Bidder used hereinafter would therefore apply to both a single entity and a consortium.

Proposals submitted by a consortium shall furnish the following details:

- 3.13.1 The proposal shall contain the details of each member of the consortium.
- 3.13.2 The party who has purchased the “Tender document” must be a member of J.V./ Consortium
- 3.13.3 Lead Member shall be nominated as being in charge and this authorization shall be evidenced by submitting a power of attorney signed by duly authorized signatories of all the Consortium members. The Proposal shall be signed by the duly authorized signatory of the Lead member and shall be legally binding on all the members of the Consortium
- 3.13.4 All members of the Consortium shall be liable jointly and severally for the services to be provided during the Period of contract till the completion of the duties of selected bidder in accordance with the terms and conditions of this Tender. A copy of the undertaking to be submitted to bidder is annexed at **ANNEXURE- 12- Joint Bidding Agreement.**
- 3.13.5 For the purpose of evaluating the qualification of consortium meeting the minimum eligibility criteria, Port will consider combined credentials of Joint venture members.
- 3.13.6 if any bidder has completed the work with JV prior to submission of bid. Bidder has to submit the JV agreement showing percentage of sharing pattern with attested copy by notary. Accordingly proportionate value of the work will be considered for evaluation of work.
- 3.13.7 Signed copy of memorandum of understanding between the members of consortium shall be submitted clearly indicating the responsibilities of each of the members of the consortium.

3.13.8 One of the members shall be nominated as being in charge, designated as ‘**Lead member**’, and this authorization shall be evidenced by a power of attorney signed by legally authorized signatories of all the members. (Power of attorney/s to be enclosed).

3.13.9 The lead member of the consortium shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the members of the Consortium and the entire execution of the assignment.

NOTE: Payments, as due, shall be released only in favour of ‘Lead member’ of the consortium.

3.13.10 All members of the Consortium shall be liable jointly and severally for the execution of the services in accordance with the terms and conditions stipulated in the Tender document. A declaration to this effect signed by authorized signatories of all the members shall be enclosed to the proposal in the format provided at **ANNEXURE- 12**.

3.13.11 In the event of default by any member in the execution of assignment or part thereof, the lead member will have the authority to assign the apportioned work to any other member acceptable to the Port so as to ensure satisfactory completion of the services.

3.13.12 Power of attorney for authorized signatory to be made as per format **ANNEXURE - 13**.

3.13.13 Minimum holding of each partner / member should be 26%.

3.14 WITNESS:

Witnesses shall be persons of status and property and their names, occupations and addresses shall be furnished below their signatures.

3.15 RIGHT OF THE BOARD TO ACCEPT OR REJECT THE TENDER:

The Board does not bind itself to accept the lowest tender and reserves the right to reject any or all tenders received without assigning any reason, whatsoever. Tenders in which any of the particulars and prescribed information are inadequate or incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. Canvassing in any form by the tenderers will result in their tender being rejected.

3.16 TRANSFER OF TENDER DOCUMENTS:

Transfer of tender documents by one intending tenderer to another is not permissible.

3.17 PREVIOUS EXPERIENCE OF THE TENDERER :

1. The tenderer may also furnish their servicing system and centers, addresses of the Regional and area offices concerned, responsible for Tuticorin region.
2. The tenderer may also inform in case any effort is taken for obtaining Certification on Quality Management System / Environment Management System conforming to ISO 9001/14001 or International Standard.

3.18 PAYMENT OF INCOME TAX:

Income tax will be deducted at the rates as applicable from time to time. It is open to the contractor to make an application to the Income Tax authority concerned and obtained from him a certificate authorising 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 there in unless it is cancelled by the Income Tax authority earlier. **The contractor shall furnish PAN details.**

3.19 GST: The GST shall be paid by the Port at the rates applicable from time to time on submission of bills/ invoices as prescribed under GST rules mentioning the full details regarding Name, Address, GST Registration Number of the tenderer along with the description, classification and value of taxable services and GST payable thereon. Any new taxes, if added to be payable by VOCPT as per act shall be paid as per rules prevailing during that time.

3.19.1 As per GST Act, invoice in the prescribed format has to be issued by a registered bidder on or before the time when goods are removed for supply (where supply involves movement) and on or before the time when delivery is received by the recipient (where movement of goods is not involved)

3.19.2 The law has laid down conditions to avail GST input tax credit on supply of goods or services. All of the following conditions need to be satisfied to avail GST Input Credit:

3.19.2.1 The bidder should be in possession of Tax Invoice / Debit or Credit Note/ Supplementary Invoice issued by a supplier registered under GST Act.

3.19.2.2 The said goods / services have been received

3.19.2.3 Returns (GSTR-3) have been filled.

3.19.2.4 The tax charged has been paid to the Government by the supplier.

- 3.19.3 As a service provider, contractors / professionals etc. shall issue the invoice within 60 days to the port from the date of providing service. If the invoice is not issued within the time limit, then penalty and / or interest shall be applicable. If any of the contractors / professionals do not issue invoices as aforesaid and do not file tax return by due date, Port cannot avail the ITC. Further, Port has to pay the said ITC availed with Interest and penalty as applicable under the GST rule. Therefore, in the event of default of the contractor on the above grounds, the said amount paid/ payable to the Government by Port shall be recovered from any money due to the contractor or adjusted against the performance security / security deposit.
- 3.19.4 Similarly the claim of GST at a later stage i.e. in the next Financial Year shall not be admitted by Port as time limit has been fixed for availing tax credit.
- 3.19.5 For any correction in Invoice claimed, it shall be through Debit note / Credit note / Supplementary invoice only, as all the invoices are to be uploaded in the GSTN Portal.

3.20 OPENING AND ACCEPTANCE OF TENDER :

OPENING AND EVALUATION:

- 3.20.1 Cover -1 will be opened by e-tendering procedure on the scheduled date and time i.e. on 09.08.2019 at **15.30 hrs.** in the presence of such tenderers who wish to be present at the time of opening.
- 3.20.2 After opening the Cover No.1, Tenders containing the RTGS payment details for Earnest Money Deposit, GSTIN No., PAN No.etc. and fulfilling other particulars related to pre-qualification criteria will be shortlisted as the pre qualified tenderer.
- 3.20.3 The cover-2 submitted by the pre qualified tenderers alone will be opened by e-tendering procedure on a subsequent date. The decision of the Port Trust in pre qualifying the eligible tenders will be final.
- 3.20.4 The terms of tender schedule, conditions of contract, etc. shall not be defaced or detached or detached from the documents.
- 3.20.5 The V.O.Chidambaranar Port Trust shall have no liability to the tenderer in respect of any expenses incurred by him, direct or indirect, in preparing and/or submitting the tender.

3.21 ADDENDA/CORRIGENDA :

1. Addenda/Corrigenda to the tender documents may be issued by the Deputy Conservator prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions.

2. Such addendum/corrigendum will be furnished to each firm or person who had purchased the tender documents by speed post / courier. Tenderers who are unable or unwilling to bring their tenders to conform to the requirements of the Board are liable to be rejected.

3.22. COLLECTION OF DATA - TENDERER'S RESPONSIBILITY :

1. The tenderer shall visit the site and acquaint himself fully with the site and local conditions and no claims whatsoever will be entertained on the plea of ignorance of difficulties in the execution of the work. Before submitting the tender, the tenderer shall be deemed to have clearly understood and satisfied himself regarding the work and services, all conditions liable to be encountered during the execution thereof and that prices, rates and/or compensation quoted in the offer 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.
2. The prices and amount quoted by the tenderer shall allow for all costs, including escalation of labour, material, equipment, transport and/or storage charges, insurance, survey fees, increase in cost due to government and other charges, direct and indirect, till the work is completed in accordance with the scope of the contract and contract period.

3.23. AMBIGUITY:

Should there be any ambiguity or doubt as to the meaning of any of the tender clauses/conditions or, if any further information is required, the matter should immediately be referred to the Deputy Conservator, V.O.Chidambaranar Port Trust in writing, whose interpretation shall be final and binding.

3.24. Price Bid Evaluation :

Price bid of those tenderers, who have been pre-qualified techno-commercially will be opened and daily charter rate for evaluation will be calculated for 8 hrs. running per day as per the following:\

1. Charter hire rates per day = X
 2. Fuel consumption of the main engine at 100%MCR = Y lit/hour/engine
 3. Fuel consumption of D.G. set/s(100% MCR) = Z lit/hour/D.G. Set(if any)
- Daily rate = $X + (2*Y + 1*Z) C * 8 \text{ Hrs}$
 Where C = cost of fuel /litre on the date of submission of tender (IOC rate) at Tuticorin.

The bidder have to submit Engine manufacturer's data (shop trial) authenticating their quoted fuel consumption @ 100% MCR for both Main engine & Auxiliary engine. This document to be form part of Technical bid (Cover-I).

3.25 SIGNING THE CONTRACT :

- (a) The successful tenderer shall be required to execute an agreement in the proforma prescribed by the V.O.Chidambaranar Port Trust (draft enclosed in the document) on Tamil Nadu Government State stamp paper of the required value within 15 days from the date of issue of the notice of acceptance of the work order. In the event of failure on the part of the successful tenderer to execute the agreement within the above stipulated period, or the period agreed by the Port, the Earnest Money deposited by him will be forfeited and apart from that the Board being in such circumstances entitled to treat the successful tenderer as in breach of contract and proceed accordingly.
- (b) **Integrity Pact:** The successful tenderer shall be required to execute an integrity pact agreement in the Performa prescribed by the VOCPT (Draft enclosed in the document as Annexure - IX) from the date of issue of the notice of acceptance of the work order.

The name and address of the IEM for this tender is given below.
 Shri.V.Ramakrishnan,
 Chief Engineer(Rtd) CPWD,
 No.30,2nd. Cross Street, 'Sunrise' neelankarai,
 Chennai - 600 115.

3.26 JURISDICTION:

The award of contract for the "Supply, Manning, Operation and Maintenance of 1 No. of 50T BP or more highly maneuverable Tractor, Reverse Tractor or ASD tug for VOC Port Trust on hire basis for a period of five years extendable by two years" is subject to the jurisdiction of the local courts of Tuticorin (Tamilnadu).

3.27 MINIMUM CRITERIA FOR QUALIFICATION:

- a) Tenderer should either own or should be in possession by way of legally enforced lease agreement of the tug. The Tenderer may submit Letter of Authority obtained from owner/seller of Tug Boats to participate in the Tender with the said vessel which would be purchased in time without delay before commencement of the contract.

- b) Average annual financial turnover of the tenderer during the last three years, [2015-16, 2016-17 & 2017-18] ending 31st March, 2018 should not be less than Rs.10,35,90,900/- and it shall be supported by Audited Annual Accounts Report.
- c) Experience of having successfully completed similar works i.e. Supply, Manning/ operation of harbour tugs/off shore vessels/ ships, during last 7 years ending up to the preceding completed month of the tender as given below.

Note: Copies of the work order with Bill of Quantity, completion certificate /Performance certificate, TDS certificate and Annual Account Report shall be furnished duly attested by Notary Public.

- (i) Three similar works completed costing not less than Rs.13,81,21,200 /- each
(OR)
- (ii) Two similar works completed costing not less than Rs.17,26,51,500/- each
(OR)
- (iii) One similar work completed costing not less than Rs.27,62,42,400/- each

Note:

1. For the purpose of Reckoning the completed similar works for the ongoing contract in the last 7 years, the tenderer shall submit a certificate from the firm/ company where he deployed his tug, indicating the satisfactory performance and the amount received as hire charges during the period of contract for the completed one year from the date of commencement of work (part of the year will not be considered) . The amount received as hire charges should be duly certified by a chartered accountant. Certificate, TDS certificate and Annual Account Report shall be furnished duly attested by Notary Public.
2. **US\$/ FOREIGN CURRENCY CONVERSION:** "If any firm furnishes experience in foreign currency, the same will be converted in to Indian Currency for the purpose of deciding experience under similar work at the rate of Rs.60/- per US\$. Buying rate will be considered if it is in US\$ and conversion rate will be considered if it is in any other foreign currency."
- d) Bank Solvency certificate obtained for this specific work should be for not less than Rs.10,35,90,900/-. The Solvency certificate shall be given not older than 06 (Six) months period as on the date of submission for this particular work.

3.28 APPLICABLE LAWS:

- a) This tender provides scope for Indian Citizens/Companies/Co-operative societies having Indian flag vessels to participate in the said tender. Where the said Indian Citizens / Companies / Co-operative Societies have failed either to participate or obtain the order, they cannot be allowed to obtain the same or part of the same

work at any cost merely through the provisions found in Section 407 and Section 406 of the M.S.Act, 1958. In the said tender process, the right of first refusal will remain with the Indian vessel owner on his showing readiness to take up the job at the lowest price indicated by the foreign flag vessels.

“Right of first refusal” is a right which accrues to a bidder in a tendering process - who offers an Indian flag vessel and whose rate though not being the lowest - to be awarded the tender, subject to his matching the lowest rate offered by a bidder who offers a foreign flag vessel. This right is conferred based upon the practices of the industry and the deliberate intention of the Central Government towards encouragement and development of the Indian shipping industry.

b) Right of first refusal will be applicable to:

- (i) A vessel, which has been offered by an Indian bidder, and which remains under Foreign flag on the date of the price bid opening, would be treated as a foreign flag vessel for the purpose of bid evaluation. Accordingly, the lowest Indian flag vessel would be granted the right of first refusal against the foreign flag vessels including the foreign flag vessel(s) which are offered with and undertaking to convert to Indian flag prior to commencement of operations.
- (ii) Above the lowest tender with a foreign flag vessel, where there are more than one Indian flag vessel(s), then the first right of first refusal will be given to the lowest among such Indian Flag vessel tenderer will be given the offer and so on.
- (iii) The offer of any foreign flag vessel by an Indian bidder with an undertaking to convert it to Indian flag prior to commencement of operation but later than the price bid opening can be considered only when and if the Indian bidders(s) offering Indian flag vessel(s) have failed to match the lowest price offered by the foreign flag vessel. In such event the tender awarding authority shall incorporate deterrent penalties in the award of tender to ensure that the bidder will convert the vessel to Indian flag before commencement of operations.

3.29 DETERMINATION OF RESPONSIVENESS:

The tender which does not satisfy the pre-qualification criteria as mentioned in Clause 3.27 shall summarily be rejected and shall not be considered for further evaluation. The Port will scrutinize tenders to determine whether the tender is substantially responsive to the requirements of the Tender Documents. For the purpose of this clause, a substantially responsive tender is one which inter-alia conforms to all the terms and conditions of the entire Tender Documents without any deviation or reservation. A tender which, in relation to the estimated rate, is

unrealistic may be rejected as non-responsive. The decision of the Port shall be final in this regard.

3.30. INSTRUCTIONS TO TENDERERS TO FORM PART OF THE AGREEMENT:

All these instructions, conditions, special conditions, if any, Technical specifications contained in the tender document and any correspondence related to this Contract shall form part of the agreement.

3.31. SUB CONTRACTING:

The contractor shall not assign lease or sublet this contract or the benefit hereof or any part thereof or any moneys payable here under or sublet the services to be rendered as aforesaid or any part thereof to any other person, firm or company without the prior written consent and approval of the Board..

“While evaluating tenders, regard would be paid to National Defense and Security consideration”. Offer received from any bidder may be summarily rejected on National Defense and Security consideration without any intimation thereof to the bidder.

SECTION -III

SCOPE OF WORK

1. GENERAL:

The Contractor involves Supply, Manning, Operation and Maintenance of One number of 50 Tonnes or more B.P. Highly maneuverable Tractor, Reverse Tractor or Azimuth Stern Drive (ASD) tug for VOCPT on hire basis tug for a period of 5 years extendable by 2 years with OSR Boom deployment facility as per broad specification stipulated below with full crew, provisions and all stores and lubricants. The tenderer has to furnish the specification of the tug to be offered to VOCPT. The plan and side view drawings of the tug should be submitted along with technical bid.

2. DAMAGE TO TUGS:

The Port will not be responsible for any damage suffered by the tug due to failure of the tug or errors of the Tug Master and crew or any reason whatsoever. The Operator shall have to replace the tug with a Tug of similar specifications in case of obsolescence or damage due to faulty operation or due to natural calamities.

3. CONTRACT PERIOD:

The Contract will be for a period of five years extendable by two years from the date of commencement of operation.

4. MODE OF OPERATION:

- (A) The tug shall be made available for Port operations round the clock (24 hours a day) throughout the contract period to the entire satisfaction of the Port.
- (B) The Operator shall comply with Indian Merchant Shipping Act and any other legislation related to operation of a tug in Indian territorial waters, and if of foreign registry, shall obtain the appropriate licenses/permission from the Directorate General of Shipping, Mumbai for operating the tug in V.O.Chidambaranar Port Trust

5. TUG REQUIREMENT:

- a) The steady/sustained Bollard Pull of the Tug should be 50 Tonnes or more at the time of delivery. Notarized copy of latest Bollard Pull test certificate of offered tug issued by the Classification Society should be uploaded in online Portal. Original Bollard Pull test certificate of offered tug issued not more than 3 months by the Classification Society with original shown at the time of commencement of contract.

- b) Bollard Pull as declared by the Operator will be the Bollard Pull of the Tug being offered to V.O.Chidambaranar Port Trust for the entire period of the contract. This Bollard Pull will have to be maintained during the currency of the contract. In case of any dispute/doubt regarding the Bollard Pull of the tug, during the period of contract, a fresh Bollard Pull test should be conducted at the cost of the Operator in the presence of the Classification Surveyor and Port. The party should carryout and submit Bollard pull test 3 times during the contract period of five years extendable by two years at an interval not exceeding 2 years between two Bollard Pull tests which may be coinciding with dry docking at their own cost. For carrying out Bollard Pull test any Bollard available in Berth - VIII & IX of VOCPT except free Bollard of Berth - IX can be used for Bollard Pull testing of Tugs with prior approval of competent authority. However the direction of Bollard Pull will be opposite to the berth face.
- c) The tenderer shall offer only such tug which is readily available/likely to be available within the stipulated period as specified above.
- d) The tenderer shall not offer any tug currently working /under contract in any other major or minor ports or private ports of India or abroad or which is not likely to be released at the time of signing agreement. If the tug could not be made available at the time of signing of agreement, an MOU may be enclosed with the tender document by the bidder as follows. "If the bidder do not have tug freely available for deployment on hire to VOCPT at the time of signing of agreement, the bidder has to produce MOU in a non judicial stamp paper (Rs.100) duly signed by both the bidder and the concern party with whom the proposed tug is on hire at present that, the said tug which is on use with the present party shall release the tug such a way that the tug can be deployed at VOCPT from 12.09.2019".
- e) The main engine of the tug should be of reputed make for trouble free operation continuously with easy availability of spares.
- f) The Operator shall supply and keep onboard minimum of two no. of 100m long and 2 Nos. of 50m long ropes of adequate diameter and strength for towing purpose. The ropes should have been tested and certified. A copy of the test certificate shall be submitted to the Port for verification at the time of taking over the tug on hire and subsequently whenever the same is required. The certificate should not be more than 6 months old at the time of signing agreement and the certificate to be renewed periodically as per rules.
- g) The Age of the tug shall be not more than 13 (Thirteen) years as on Tender Date.

- h) The tug should be capable of pushing in way of flare/ curvature of the ship's / vessel's bow / stern (i.e. Tug structure should not hinder the shipping operation).
- i) The tug should be capable of side towing barges (During berthing / unberthing operation)

6. SERVICE REQUIREMENT:

The vessel to be used for various lawful services required by the Ports including towing, docking, and undocking of vessel at V.O.Chidambaranar Port round the clock (24 hours a day) and throughout the contract period of five years extendable by two years including but not limited to :

- i. Berthing and unberthing of vessels in Port
- ii. To standby as Fire Float, Oil spill dispersant, spraying boat etc.
- iii. To assist in double banking by way of action as docking tug.
- iv. To maintain communication by VHF.
- v. All other operations required in connection with docking/undocking operations of vessels at Port and related to Harbour conservancy and/or movement of vessels within the Port and such other operations as are conventionally performed by Port Tugs such as Cold movement and rescue operations.

In the event, the tug being unable to perform any of the operations no hire charges is to be paid by the Port to the Operator.

7. MAINTENANCE AND OPERATION:

- a) The Operator shall maintain the vessel, machinery appurtenances and adequate spare parts for maintaining efficient operating condition and in accordance with good commercial maintenance practice and they shall keep the vessels with valid certificate of classification/ and with other required certificates in force at all times.
- b) The Port shall have the use of all outfit, equipment, and appliances on board the vessel at the time of delivery. The Operator shall from time to time during the hire period replace such items of equipments as shall be so damaged or worn out as to be unfit for use. The Operator shall carry out all repairs or replacements of any damaged, worn out or lost parts of equipments be effected in such manner (both as regards as workmanship and quality of materials) as not to diminish the value and efficiency of the vessel.

8. INSURANCE:

- (i) During the hire period, the vessel shall be kept insured by the Operator at his expense against marine hull & machinery and war risks. The Operator and/ or insurers shall not have any right of recovery against the Port on account of loss or any damage to the vessel or her machinery or appurtenances covered by such insurance or on account of payments made to discharge claims against or liabilities of the vessel or the Operator covered by such insurance.
- (ii) During the hire periods, the vessel shall be kept insured by the Operator at his expense against protection and indemnity risks in such form as the Port shall in writing approve, which approval shall not be unreasonably withheld. If the Operators fail to arrange and keep any of the insurance provided for under the provisions of sub-clause (b) in the Manner described therein, the Port shall notify Operator whereupon the Operator shall rectify the position within Seven running days.
- (iii) In the event of any act or negligence on the part of the Operator which may vitiate any claim under the insurance herein provided, the Operator shall indemnify the Ports against all claims and demands which would otherwise have been covered by such insurance.

9. DOWN TIME:

- a) The Operator shall be allowed a down time of one day for each completed month of service during the currency of the contract for the upkeep of the tug. The downtime of 12 days will be credited in the beginning of each contractual year. However, the Operator must take prior permission of the Deputy Conservator, V.O.Chidambaranar Port Trust before laying up the tug to carry out any maintenance work. The Operator can avail a maximum down time up to 6 days at any point of time during the currency of the contract to carry out any work/repair. If the downtime exceeds 6 days, (including the down time allowed for the up-keep of the Tug), the Operator shall provide alternate tug of equal type and capacity for operation from the 7th day on his own account. Daily hire charges for down time period shall be paid and at any part of time, if the contract is terminated / closed downtime shall be computed on prorated basis. If excess is given shall be recovered.
- b) In case, propeller of a hired tug is fouled due to some floating debris such as Tyre or Ropes during on hire period inside the port, the vessel should not be treated as off hire, but as on down time till divers finish their job of clearing the foul. For such instance, the firm is permitted to avail the down time of maximum of 02 days from their credited down time for their service rendered to this port and the balance period will be treated as breakdown period and the penalty will be applicable as per the tender condition.
- c) If the firm does not have a credit of down time, penalty will be imposed to the complete period of non availability as per the tender conditions.

SECTION - IV**BROAD SPECIFICATION OF THE TUG****1. SPECIFICATION**

- | | | | |
|----|-------------------------|---|--|
| a) | Length O.A | : | 30-35 metres approx. |
| b) | Breadth | : | Moulded Approx 10 metres . |
| c) | Draft | : | Not more than 5.00 metres approx. at all conditions. |
| d) | Bollard Pull | : | Steady/sustained B.P. of 50 Tons or more at 90% MCR on towing hook / towing winch / bollard (i.e. from the point of work) (Latest certificate to be enclosed) |
| e) | Type | : | TRACTOR, REVERSE TRACTOR or AZIMUTH STERN DRIVE(ASD) with Twin Propeller System. |
| f) | Year of Built | : | Not more than 13 years as on Tender date. |
| g) | Main Engine | : | Twin engines with independent remote control operation. or similar flexible arrangement. IC engines operating on diesel. |
| h) | Auxiliaries | : | GS/fire pump for external fire fighting with fire monitors on monkey island or bridge, oil disp. booms, sufficient fire protection system etc. O.S.D. 3,000 litres with spraying Booms/ Arms on both sides of the Tug.
(To be available on board the Tug at the time of delivery) |
| i) | Speed | : | About 12 knots continuous with full power and under normal weather conditions. |
| j) | Towing arrangement | : | Quick release tow hook/towing winch with adequate strength and suitably fendered so as to enable the tug to push/pull as required. |
| k) | Communication | : | 2 Nos. of VHF international Hague plan frequencies. |
| l) | Bridge | : | All major machines should have Emergency/ supplementary control from the bridge. |
| m) | Navigational equipments | : | Marine Radar, Echo sounder, Search Light, G.P.S., Navtex etc. |
| n) | Towing lines | : | As described in Section III - 5 (f). |
| o) | Manning | : | As per statutory requirements.
(i) Working hours for the tug is round the clock on all days.
(ii) The operator shall however arrange to keep standby staff to meet contingencies such as sudden sickness, absenteeism, |

leave reserve etc., for which no extra payment will be made by the Port.

- p) Safety Devices : Should have appropriate safety devices to work in the close vicinity of vessels carrying inflammable / hazardous cargo.
- q) Registration : Under the Merchant Shipping Act, 1958 or equivalent as a sea going tug.
- r) Free board : Maximum 3 Metres, in way of push/pull location, Push area to be of round curvature
- s Classification : IRS or any other IACS Member.
- t Fire Fighting System Half F1F1 with adequate Foam Tank and Dispersant Tank.

The specification of the tug for which tendering is made shall be descriptive in nature with all technical particulars without any ambiguity.

2. MINIMUM RECOMMENDED MANNING:

- a) Floating staff- As per the D.G.Shipping safe manning requirements for that type of vessel.
- b) The Operator shall however arrange to keep standby staff to meet contingencies such as sudden sickness, absenteeism, leave reserve etc., for which no extra payment will be made by the Port .

3. REQUIREMENT OF INFLATABLE BOOM WITH ACCESSORIES FOR OIL SPILL RESPONSE ANTI-POLLUTION OPERATION

In addition to towing, communication and navigation arrangements, tug should have arrangements for storing and deployment of Inflatable Boom and accessories as detailed below which will be supplied by Port and kept onboard to carryout salvage, anti-pollution operations as and when required.

- 1 Inflatable Boom -250 m with each section of 25 m/50m
- 2 Boom reel -1 no.
- 3 Air Pack Inflator -1 no.
- 4 Hydraulic Power Pack - 1 no.
- 5 Accessories -1 set
- 6. (Stowage for Transportability-1 no. Which is a container to keep all the above OSR Equipments for safe storage and stowage for transportability)

SECTION - V**PERSONNEL****i. MANNING AS PER STATUTORY REQUIREMENT:**

The vessel should have a set of competent and qualified Tug Master and Crew, as required by statutory regulations. When crew is deployed initially, it shall be done with the consent of Deputy Conservator of V.O.Chidambaranar Port Trust and any change afterwards if required, shall be carried out with the prior approval of Deputy Conservator of Port.

ii. MASTER TO EXECUTE PORT'S INSTRUCTION:

1. The Master to execute the Port's instructions with the utmost dispatch and to render customary assistance with the vessel's crew. The Master to be under the order of the Ports as regards deployment, agency or other arrangements. The Operator to indemnify the Port against all consequences or liabilities arising from the Master, Officers or Agents for their unlawful actions as well as from any irregularity in the vessel's papers.
2. If the Port Trust have the reason to be dissatisfied with the conduct or efficiency of the Master, Officer, or crew, the Operator on receiving particulars of the complaint, promptly investigate the matter and if necessary shall make a change as found necessary. However, the Port shall have the right to demand the change of any Master or other crew.

iii. CREW WAGES AND INSURANCE:

The Operator shall pay the wages to the crew engaged by them and shall take the insurance policy covering all type of risks of all employees engaged by them.

iv. THE OPERATOR HAS TO ENSURE EXECUTION OF WORK AS INTENDED :

The Operator shall carry out the works strictly in accordance with the contract to the satisfaction of the Deputy Conservator and shall comply with and adhere strictly to his instruction and direction on any matter (Whether mentioned in the contract or not)

v. Contractor to adhere the Employees State Insurance act 1948, (34 of 1948) if applicable:

(i) If the contractor is likely to employ more than 20 employees, the contractor should have obtained ESI code. Further the contractor should submit the ESI code number and confirm the payments made by them.

(ii) If the contractor employs less than 20 employees, the contractor has to give the list of employees to be deployed by them. The said contractor should have to pay them employer and employee contribution to ,ESI in the code of VOCPT otherwise payment to contractors will be withheld.

(iii) If the contractors failed to comply with the above directions, the principal employer i.e PORT TRUST will recover the amount from the contractors bill and make payment to ESI.

vi. CLAUSE 22- e

THE CONTRACTOR SHOULD ADHERE TO EPF ACT, 1952, if applicable

1. The contractor has to comply with all provision contained in EPF & MP Act, 1952.
2. Rate quoted in BOQ (Price Bid) shall not include EPF Component. The claim for EPF component shall be admitted as per actual on submission of documentary proof of payment made to EPF Authorities along with full details of manpower deployed and calculation of contribution.

SECTION VI

PAYMENT TERMS

1. REQUIREMENTS BEFORE COMMENCEMENT OF SERVICE:

On the date of commencement of service, the tug shall have completed all the necessary surveys and be in possession of all valid certificates.

If the Operator fails to deliver the tug in all respects from 12.09.2019, the Contract shall be cancelled and EMD forfeited. However in case of delay, Liquidated Damage as per Clause no. 3.8 of tender shall be imposed, provided the reason mentioned by the bidder is justified to the entire satisfaction of the Competent Authority VOCPT as per subject tender. This is at the sole discretion of the Chairman Port Trust.

2. JOINT SURVEY FOR ACCEPTING THE TUG FOR SERVICE:

A Joint survey will be carried out at V.O.Chidambaranar Port Trust before the tug is accepted for service in the Port to assess the condition, capability and performance of the tug and the quantity of fuel, pollutants, foam etc., on board. The tug will be declared on hire from the time, the Deputy Conservator declaring after pursuing the report of Joint survey and verification of all the relevant certificates viz., various documents, classification certificates, record of safety equipment, test certificate of rope, list of crew and site staff etc. and satisfy the Port of all other requirements.

3. TIME TAKEN FOR ON-HIRE/OFF-HIRE SURVEY :

Joint on-hire/off-hire survey will be conducted at V.O.Chidambaranar Port Trust by competent surveyors. On-hire survey shall be of Operator's time and off-hire survey at Port's time.

4. HIRE CHARGES AND PAYMENT TERMS:

The Port Trust to pay hire charges as agreed per day or part thereof on pro-rata basis at the end of each calendar month, within 30 days after submission of bill by the Operator, until her re-delivery to the Operator. The monthly bill shall be submitted along with the certificate of satisfactory service issued by the Deputy Conservator or his representative.

5. ON-HIRE AND OFF-HIRE SURVEY CHARGES:

On-hire and off-hire survey charges shall be borne by successful bidder.

6. EXPENDITURE DUE ON OPERATOR'S ACCOUNT:

All operational costs including wages, (Minimum Wages Act or any other act,) ESI Act, EPF Act, allowances, victualling insurance, (personnel, Hull and machinery,

protection and indemnity) will be borne by the Operator. The expenses for repairs, periodical/mandatory survey and other requirements to keep the tug operational will be to the Operator's account and the period during the absence of the tug from duty or inability of tug to perform due to above or any other reasons, will result in non payment of hire charges for a period the tug has not been made available to the Port Trust, on pro-rata basis and will be regulated with applicable penalty.

7 OPERATOR TO PAY ALL TAXES AND PENALTIES, IF ANY, IMPOSED:

- (A) Except as otherwise stated in the Contract agreement or as may be agreed from time to time, the Operator shall provide and /or pay for all requirements, costs, or expenses relating to the vessel, master, and crew which without prejudice to the generality of the outgoing shall include.
- (B) Dry-docking, repairs, docking for the Operator's purpose, and all the expenses associated therewith.
- (C) Provisions, wages (as per Minimum Wages Act), ESI Act, EPF Act etc., shipping and discharging fees and all other expenses of the Masters/Officers and Crew.
- (D) Deck, cabin and engine room stores.
- (E) Adequate No. of towing ropes tested and certified.
- (F) Marine and War Risk Insurance of the vessel
- (G) Fumigation and de-ratting_ exemption (Ship Sanitation)_ certificate
- (H) All customs/Import duties arising in connection with any of the fore-going

8 CHARGES FOR FUEL, WATER AND ANTI-POLLUTANTS ETC.

- (i) Diesel, Electricity at off-shore and water required for the above work will be supplied by the Port at free of cost. The diesel used for Port's own tugs will be supplied to hired tug. However, if the hired Tug requires diesel of different grade, the same will be supplied by Port if available in Tuticorin. Accordingly, the difference in the cost of diesel has to be borne by the tenderer.
- (ii) In case the tug is engaged in fire fighting and or pollution control as ordered by the Port, the cost of foam / chemicals consumed for the fire fighting / pollution control will be reimbursed by the Port as per actual. Shore supply will be provided free of cost subject to availability. Operator should provide necessary cable / plugs, etc. for the same. In case, the shore supply is not available, the operator can use their auxiliary engine for the power source and fuel cost will be paid by the port as per the consumption submitted by the bidder.
- (iii) All other expenses to be on Operator's Account.

9. MAINTENANCE OF LOG BOOK:

- (A) Log Book should be maintained by the Operator and made accessible to Port and written in English. The Log book shall be verified by the Port Trust.
- (B) The Port Trust or their representatives will give the master all instructions in English and the Master and the Engineer to keep full and correct logs. The log book shall be checked and certified by the Port or their representative.

10. MOBILISATION AND DEMOBILISATION CHARGES:

The Contractor shall bear all expenses for mobilization and demobilization.

11. OPERATOR TO MAKE GOOD THE LOSS IN CASE OF DAMAGE TO PORT/ OTHER PROPERTIES AND POLLUTION OF PORT WATERS:

The Operator shall be liable for Pollution damage and the cost of clean up which has occurred due to the Operator's and /or the Operator's personnel by willful wanton, intentional acts or omission or gross negligence which cause or allow the discharge, spills or leak of any pollutants from any source what-so-ever as per rules.

12. TUG TO CARRY OUT SALVAGE OR ANTI-POLLUTION OPERATION AS DIRECTED BY PORT TRUST.

No salvage shall be undertaken without the explicit orders of the Port to the Operator. Cost of additional salvage insurance taken with the consent of the port will be reimbursed by the port.

13. Miscellaneous:

- (a) The Tug shall be exempted from all port charges only during the contract period.
- (b) The Port shall provide safe berthing facilities to the tug during the contract period.
- (c) The port may provide office space in the Port premises to the contractor on payment basis as per the norms and as per the SOR of the Port subject to availability.

SECTION VII

PENALTY

1. **CONDITIONS FOR IMPOSING PENALTY**

If the vessel is inoperative and/or unavailable and the Port is denied use of the vessel, penalty will be levied as per para 2 below, in addition to non payment of hire charges.

2. **RATE OF PENALTY:**

- i) From the time and date of such in- operation / non-availability after allowing any down time to the credit of the operator up to the time and date of break down / in -operation in **Clause 9** of Section III - Scope of work.

Up to 7 days=40 % of hire charges per day or part thereof on Pro-rata basis
+100% Non payment of hire charges per day or part thereof on Pro-rata basis.

8 to 14 days=50% of hire charges per day or part thereof on Pro-rata basis +
100% Non payment of hire charges per day or part thereof on Pro-rata basis.

Beyond 14 days=100% of hire charges per day or part thereof on Pro-rata basis +
100% Non payment of hire charges per day or part thereof on Pro-rata basis.

For non-availability for part of the day, proportionate charges will be deducted. (basis of calculation first slab) i.e. Penalty up to 7 days.

Minimum non-availability is 30 minutes and above & in multiples of half an hour.

Ex: If the tug is non available up to 30 minutes no penalty. Beyond 30 or above upto 60 minutes, the penalty will be calculated for half an hour. If the non-availability is beyond 60 minutes upto 90 minutes, the penalty will be calculated for one hour and so on.

- ii) In case of non-deployment of the tug beyond 30 days, the Contract shall be liable for termination at the discretion of the Port Trust. The Performance Security shall be forfeited in case of cancellation of the Contract. The Port shall go alternative arrangements at the cost of the operator.
- iii) If the Port wants to discontinue the contract, the contract shall be cancelled on six month notice to the hirer without assigning any reason.

The Board reserves the right to carry out Bollard Pull test of the tug and its discretion at any time during the currency of the contract. In case Bollard Pull

falls below 50 Tonnes Bollard Pull, Board reserves the right to impose penalty per day or part thereof on pro-rata basis, equivalent to 2% of the per day charter rate for each Ton or part Ton loss of Bollard Pull. However, if, Bollard Pull falls below 46 Tonnes, the Board reserves the absolute right to terminate the contract forthwith.

3. **FUEL CONSUMPTION :**

During the course of chartering, if the fuel consumption of the tug is found above the declared consumption per hour at 100% MCR of Main Engines or at 100% MCR of DG sets, the cost towards the excess consumption of fuel will be recovered from the charges payable and cost of fuel will be considered on the basis of the prevailing market rate.

In case the offered Tug is not available for operation, that means that the tug becomes inoperative/breakdown and includes the down time period, then a sister tug/s or substitute tug/s with similar/ better specification shall be provided as a replacement by the contractor at no extra charge from or before 30th day from the time and date the offered Tug is inoperative/ breakdown. However, in case the fuel consumption of the substitute tug/s at 100 % MCR exceeds the fuel of oil consumption of offered tug at 100% MCR, then the port would recover the cost towards the excess consumption of fuel from the charges payable and cost of fuel will be considered on the basis of the prevailing market rate.

SECTION - VIII

SETTLEMENT OF DISPUTES

1. PORT ENTITLED FOR ALL PROTECTION AND DEFENCE:

Notwithstanding the contractual obligations, the Port shall be entitled to all protections and defenses under the provisions of the Major Port Trusts Act, 1963 and the Indian Ports Act, 1908 including any amendments/changes that may be incorporated from time to time.

S/d (18.07.2019)
Deputy Conservator

LETTER OF APPLICATION

Registered business name :

Registered business address :

Telephone :

Fax :

E - Mail :

To

The Deputy Conservator,
V.O.Chidambaranar Port Trust,
Tuticorin 628 004.
INDIA.

Sir,

1. We hereby apply to be bidder for the Supply, Manning, Operation and Maintenance of 1 No. of 50T BP or more highly maneuverable Tractor, Reverse Tractor or ASD tug for VOC Port Trust on hire basis for a period of five years extendable by two years for V.O.Chidambaranar Port Trust.
2. We authorize V.O.Chidambaranar Port Trust or its authorize 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 purpose, we hereby authorize any public official, engineer, bank depositor, manufacturer, distributors, etc. or any other persons or firm to furnish pertinent information deemed necessary and requested by V.O.Chidambaranar Port Trust to verify statements and information provided in this application or regarding our competence and standing.
2. The names and positions of persons, who may be contacted for further information, if required, are as follows:
 - (a) Technical
 - (b) Financial
 - © Personnel

(Page 2 of 2)

3. We declare that the statements made and the information provided in the completed tender are complete, true and correct in every detail.
4. We understand that V.O.Chidambaranar Port Trust reserves the right to reject any tender without assigning any reasons.
5. We undertake that no change has been made in Tender document issued.

Yours faithfully,

(Authorised representative of applicant)

Date:

Encl: 1.
2.
3.

GENERAL INFORMATION

Company Name:

1. Head Office address :
Fax No. :
Telephone No. :
E-Mail ID :
2. Regional office address (if any) :
Fax No. :
Telephone No. :
E-Mail ID :
3. Local office address (if any) :
Fax No. :
Telephone No. :
E-Mail ID :

- Main lines of business :
1. Since :
 2. Since :
 3. Since :
 4. Since :
 5. Since :
 6. Since :
 7. Since :
 8. Since :

* Attach copy of certificate of registration and Ownership

Signature

Seal

FINANCIAL DATA

6. Summary of assets and liabilities on the basis of the audited financial statement* of the last three financial years ending March -2018

	Year1	Year2	Year3
7. Total assets			
8. Current assets			
9. Total liabilities			
10. Current liabilities			
11. Net worth (1 - 3)			
12. Working capital (2 - 4)			
13. Turnover			
8. Operating Income			
9. Operating expenditure			
10. Operating Surplus			

B.

14. Name/address of commercial bank providing credit line.

15. Total amount of credit line :
-

* Attach copies of the audited financial statements, duly notarized, consisting of profit and loss account, balance sheet, etc.

SIGNATURE
SEAL.

16. List of all on going contracts

Name of work/contract	Value	Name of	Port	Work still to be completed	Scheduled date of completion
-----------------------	-------	---------	------	----------------------------	------------------------------

Total values

Signature

Seal

Note:

1. The tenderer shall furnish Notarized copy of Work order, Completion certificate issued by the client with value and wherever client is Non- Government Department/ Undertaking, TDS Certificate evidencing payment of the same paid to the tenderer (FORM 16 A) to be attached.

ANNEXURE - 4
(Page 1 of 2)

List of all contracts executed during the last **SEVEN (7)** years similar in nature * to the contract for which this tender is made:

Nature of Work	Total value (in INR)	Value for which tenderer was responsible**	Contract		Period	Name & address of clients.
			Scheduled time		Period of Contract	
			From	To		

* Refers primarily to the physical size of the works.

** In case tenderer participated as a sub-Operator to another agency

Signature

Seal

DETAILS OF PAST EXPERIENCE OF TENDERER IN EXECUTION/MANAGING OF SIMILAR CONTRACTS AND CURRENT FOR THE LAST **THREE** YEARS:

NAME OF TUG	PERIOD OF CONTRACT / HIRE	NAME OF OWNER	SPECIFICATION OF TUG	NO. OF DAYS TUG WAS MADE AVAILABLE
-------------	------------------------------	------------------	-------------------------	--

FORMAT FOR FURNISHING
TECHNICAL SPECIFICATION OF TUG

1. Gross Tonnage :
2. Net Tonnage :
3. Bollard Pull (Steady/ sustained & Maximum) :
4. Year of Built :
5. L.O.A :
6. Breadth :
7. Depth :
8. Draft :
9. Main Propulsion Engine :
10. Propulsion and steering :
11. Flag/Nationality :
12. Auxiliaries :
13. Speed :
14. Fuel Capacity :
15. Fresh Water Capacity :
16. Towing arrangement :
17. Communication :
18. Navigation Equipment :
(Marine Radar, Echo
sounder, Search Light
G.P.S., Navtex)
19. Manning, :
(As per requirement of
statutory Authority)

20. Free board :

21. Towing lines

Suitable for towing. All towing lines will be in unfrayed condition with adequate strength, all towing lines to be supplied by Operator and should be tested and certificate.

Signature

Seal

SPECIMEN FORM OF BANK GUARANTEE BOND FOR PERFORMANCE SECURITY**(To be executed in Rs. 100/- non-judicial stamp paper)**

1. In consideration of the Chairman representing the Board of Trustees of V.O.Chidambaranar Port (hereinafter called the Port) having agreed to exempt (hereinafter called “ the said Operator(s)”) from the demand under the terms and conditions of contract awarded in No..... dated made between and for(hereinafter called “the said Agreement”) of Performance Security for the due fulfillment by the said Operator(s) of the terms and conditions contained in the said agreement, on production of Bank Guarantee for Rs.....(Rupees.....only) we,(hereinafter referred to as “the Bank”) at the request of Contractor(s) do hereby undertake to pay to the Port an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by the Port by reason of any breach by the said operator(s) of any of the terms or conditions contained in the said agreement.
2. We, Bank Limited do hereby undertake to pay the amounts due and 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 operator(s) of any of the terms and conditions contained in the said agreement or by reason of the operator(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.....
3. We, Bank Limited, undertake to pay to the Port any money so notwithstanding any dispute or disputes raised by the contractor(s) in any suit or producing before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
4. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and operator(s) shall have no claim against us for making such payment.
5. We,.....(indicate here the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Port under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Mechanical Engineering Department, V.O.Chidambaranar Port Trust certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said operator(s) and accordingly discharges this guarantee.

Unless a demand or claim under this guarantee is made on us in writing within six months from the date of expiry of the validity of the guarantee period we shall be discharged from all liability under this guarantee thereafter provided further that

the Bank shall at the request of the Port but at the cost of contractors renew or extend this guarantee for such further period or periods as the Port may require.

6. We,(Indicate here the name of the Bank) further agree with the Port, that the Port shall have the fullest liberty without our 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 from time to time any of the powers exercisable by the Port against the said operator(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said operator(s) or for any forbearance, act or omission on the part of the Port, or any indulgence by the Port to the said operator(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

8. We,(Indicate here the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Port in writing.

9. This guarantee is valid up to (period)

Dated theday of 2013

of for

.....

(Indicate here the name of the Bank)

FORMAT FOR SIGNING AGREEMENT
(To be executed in Rs.100/- non-judicial stamp paper)
V.O.CHIDAMBARANAR PORT TRUST
MARINE DEPARTMENT

THIS AGREEMENT made thisday of2019 (Two thousand.....) between the Board of Trustees of the Port of V.O.Chidambaranar, a body corporate under Major Port Trusts Act,1963 (hereinafter) called the 'Board' which expression shall, unless excluded by or repugnant to the context, be deemed to include the successors in office on the part AND (Hereinafter) called the 'Operator' which expression shall, unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or successors in office on the other part.

WHEREAS the Board of Trustees of the Port of V.O.Chidambaranar is desirous of hiring one 50 T OR MORE B.P. HIGHLY MANEUVERABLE TRACTOR TUG for pilotage operations as per terms of reference.

WHEREAS the Operator has offered to supply, man and operate such tug/tugs and whereas the Board has accepted the tender of the Operator and WHEREAS the Operator has furnished a sum of Rs..... (Rupees) as Earnest Money Deposit at the time of tendering, which will be released after the submission of Performance Security (i.e. 10% of the Contract value) as per clause 3.6 of Section II - Instructions to Tenderers.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

In this agreement words and the expression shall have the same meanings as are respectively assigned to them in the terms & conditions.

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

- | | | | |
|-----|--------------------------|---|--------------|
| 1. | Tender Notice | - | Section I |
| 2. | Instruction to Tenderers | - | Section II |
| 3. | Scope of work | - | Section III |
| 4. | Specification | - | Section IV |
| 5. | Personnel | - | Section V |
| 6. | Payment terms | - | Section VI |
| 7. | Penalty | - | Section VII |
| 8. | Settlement of Dispute | - | Section VIII |
| 9. | Annexures | - | Section IX |
| 10. | Price Schedule | - | Section X |

The Operator hereby covenants with Board of Trustees of V.O.Chidambaranar Port Trust to supply, Manning, operation and maintenance of 50 Ton or more B.P. Tractor Tug on hire basis in conformity with the terms of reference and provision of the Agreement.

The Board of Trustees of V.O.Chidambaranar Port hereby covenant to pay the Operator in consideration of the supply, Manning, , operation and maintenance of 50 T B.P. tractor Tug total value of Rs..... (Rupees..... only) which includes all taxes, duties, etc. as leviable on date in consideration of supply, Manning, operation and maintenance of 50 T B.P. Tug in the Manner prescribed by the Contract. The Board shall pay to the Operator the contract price as stated in Section X. (Price Schedule)

If I/We fail to commence the work specified in the Notice Inviting Tender I/We agree that the said Chairman, V.O.Chidambaranar Port Trust or his successors in office shall, without prejudice to any other right or remedy, be at the liberty to forfeit the said Performance Security (absolutely).

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

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

and

The Chairman thereof has set his
hand in the presence of

CHAIRMAN OF THE
BOARD OF TRUSTEES
TUTICORIN.

(witness with addresses)

Signed and sealed by

The OPERATOR in the presence of

OPERATOR.

(witness with addresses)

INTEGRITY PACT

Between

V.O.Chidambaranar Port Trust (VOCPT) hereinafter referred to the “ The Principal”

and

.....hereinafter referred to as “The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor(IEM), who will monitor the tender process and the execution of the contract of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles.

a) No employee of the Principal personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b) The Principal will, during the tender process, treat all Bidders(s) with equity and reason. The Principal will in particular before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal will exclude from the process all known prejudiced persons.(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the

Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)contractor(s)

(1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidder(s)/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principals employees, involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Bidders/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding ,whether formal or informal. This applies in particular to prices,specifications, certificates, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act ; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the Guidelines on Indian Agents of Foreign suppliers” shall be disclosed by the bidder(s)/Contractor(s).Further as mentioned in the Guidelines all payments made to the Indian agent/representative have to be in Indian Rupee only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is annexed and marked as Annex.

(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of Business dealings" is annexed and marked as Annex-B

Section 4 -Compensation for damages

(1) If the principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in Indian that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business dealings".

Section - 6 - Equal treatment of all Bidders/Contractors/Subcontractors

The Bidder(s)/Contractor(s) undertakes(s) to demand from all sub contractors a commitment in conformity with this Integrity Pact and to submit it to the Principal before contract signing.

Section 7 - Criminal charges against violating Bidder(s)/Contractor(s)/Sub contractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub contractor or of an employee or a representative or an associate of a Bidder, Contractor or subcontractor which constitutes corruption or if the Principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer.

Section 8 - independent External Monitor/Monitors

- (1) The principal appoints competent and credible independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what a extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently .He reports to the Chairman, V.O. Chidambaranar Port Trust.
- (3) The Bidder(s)/Contractor(s) accepts the monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the contractor. The contractor 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 Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub contractor(s) with confidentiality.
- (4) The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believe to notice, a violation of the agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairman/TPT within 8 to10 weeks from the date of reference or intimation to him by the Principal and. should occasion arise, submit the proposal for the correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the TPT Board.

(8) If the Monitor has reported to the Chairman TPT, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman/TPT has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commission.

(9) The word "Monitor" would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it .It expires for the Contractor 10 months after the last payment under the contract and for all other Bidders to monitor after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/determined by Chairman/TPT.

Section 10- Other provisions

(1) This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made .

(3) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf
of Principal)
(Office Seal)
Place.....

Date

Witness 1 :

(Name & Address) _____

Witness 2 :

(Name & Address) _____

(For & On behalf of
Bidder/Contractor)
(Office seal)

E-PAYMENT FORM

To
 The Financial Advisor & Chief Accounts Officer,
 V.O.CHIDAMBARANAR PORT TRUST,
 Tuticorin.
 Sir,

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

S.No	Particulars	
1	Name of the Contractors/Suppliers	
2	Address of the Contractors/Suppliers	
3	Name of the Work for which payment is made	
4	Estimate No./Agreement No./ Work Order No.	
5	Name of the Bank in which Contractors/Suppliers is operating Account. Either with IOB or SBI or any other Bank (If it is other than IOB or SBI Bank commission plus postage will be deducted)	
6	Address of the Bank	
7	Branch Code No.	
8	Type of Account (Whether SB Account or Current Account)	
9	Account No.	
10	PAN No.	
11	GST Registration No.	
12	IFSC Code	
13	VAT No.	
14	TIN No.	

Yours sincerely,

(Signature of Contractor)

SPECIMEN FORMAT FOR DECLARATION

To

The Deputy Conservator
V.O.Chidambaranar Port Trust
Tuticorin-628004.

Ref:-----

The undersigned, having studied the Tender Document submission for the above mentioned work, here by states :

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) Our firm M/s.-----
has not been banned or blacklisted by any Government, Semi- Government, Agents or PSU'S.
- (c) That in case of being pre-qualified, we acknowledge that the employer may invite us to participate in due time for the opening of Price cover of the tender on the basis of provisions made in the tender documents to follow.
- (d) When the call for tender is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (e) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- (f) We also state that no changes have been made by us in the downloaded tender documents and also understand that in the event of any discrepancies observed, the port's tender document and corrigendum is full and final for all legal/contractual obligations.

Date:

Place:

Name of the Applicant:

Represented by (Name & Capacity):

FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT
(To be executed in Rs.100/- non-judicial stamp paper)

KNOW ALL BY THESE PRESENT that (Name of Bank)

a banking corporation carrying on banking business including Guarantees at Tuticorin and other places and having its office at (Regd. Office address)..... (hereinafter called The Bank which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns).

WHEREAS Board of Trustees of V.O.Chidambaranar Port Trust constituted under the Major Port Trusts Act, 1963 (hereinafter called the board which expression shall unless repugnant to the context of meaning thereof be deemed to include its successors and assigns) had invited tenders for (Name of work) (hereinafter called Tender) as per conditions of the contract, scope of work, Bill of Quantities and specifications covered under the 'Tender'.

AND WHEREAS (Name of Tenderer) (hereinafter called the 'Tenderer') has offered to carry out the work under the said Tender.

AND WHEREAS under the conditions of the contract, the tenderer is required to give a Earnest Money Deposit in form of Bank Guarantee of a Nationalized/Scheduled Bank for the sum of Rs. (Rupees) only.

AND WHEREAS (Name of Tenderer)..... have requested the Bank to furnish a Guarantee to the Board for the sum of Rs. (Rupees only) which the bank has agreed to do in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that the said Bank doth hereby stand surety for the said sum of Rs. (Rupees only) AND DOTH HEREBY GUARANTEE TO AND COVENANT WITH AND irrevocably agree to pay to the Board upon demand in writing referring to the terms & conditions of the contract and without questioning the right of the Board to make such demand or the propriety or legality of such demand such sum or sums not exceeding in the whole a sum of Rs. (Rupees only) as may be payable to the Board by the tenderer by reason of
 withdrawal of his Tender within the validity period
 Or

Tender Document of Hiring of 1 No. 50 T or more BP Tug for a period of 5 years Extendable by 2 years

the tenderer makes any modifications in the terms & conditions of his Tender before the expiry of 120 days from the last date of submission of the tender or such time as may be extended by the Board to which tenderer has agreed in writing,

Or

In the event of the tender being accepted by the Board but the tenderer fails to enter into a contract

Or

In the event of the tender being accepted by the Board and the tenderer fails to furnish the performance guarantee as per the terms of the contract in respect of which the decision of the Board shall be final and legally binding.

The said Bank doth further covenant and declare that this security is irrevocable and shall remain in force up to and inclusive of the day of 2019

/2019.

And

If the contract is not awarded by the Board before the expiry of the aforesaid date or such times as may be extended by the Board to which the tenderer has agreed in writing the said Bank undertakes to renew this Guarantee for further period of 60 days or to such extent as agreed by the tenderer at the request of the tenderer and the said Bank doth hereby further covenant and declare that if the said tenderer do not obtain and furnish renewals of this Guarantee as agreed by the tenderer the entire amount of this Bank Guarantee in default of obtaining and furnishing the renewals of this Bank Guarantee, the Bank Guarantee shall become forthwith due and payable to the Board notwithstanding.

B. that the period of the Guarantee of the renewal or renewals thereof has not expired.

Or

C. that the period of Guarantee of the renewal (s) thereof has already expired.

AND THE BANK further declares that notwithstanding anything to the contrary contained herein above, the Bank's liabilities under the Guarantee is restricted to Rs. (Rupees only) and unless a demand in writing under the Guarantee is made with the Bank within the one month from the date of award of the contract all the rights of Board under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liability there under.

After invoking the Bank Guarantee by the beneficiaries the bank has to pay the amount within a week after receipt of the communication failing which it will have to pay the beneficiaries interest @ 12% P.A for the delayed payment. (Bidders who could not get the said interest clause included in the Bank Guarantee is to produce along with the Bank Guarantee, a letter from issuing bank such Bank shall not issue Bank Guarantee with such clause while submitting the tenders.)

Notwithstanding anything contain herein:

- i. Our liability under this Bank Guarantee shall not exceed **(EMD amount)** Rs.....(Rupees.....only.
- ii. This Bank Guarantee shall be valid upto **(Till the validity of the tender..... and:**
- iii. We are liable to pay the Guaranteed amount or any part thereof under

the Bank Guarantee only and only if you serve upon us a written claim or Demand to be received on or before (**One Month after Bank Guarantee validity**).....

IN WITNESS WHEREOF, the duly constituted Attorney(s) of the Bank has/have hereinto set his /their hands and seals on the day of2019 (**Date of the B.G.**)

SIGNED SEALED AND DELIVERED

by the within named

through its duly constituted Attorney

Mr.

&
in the presence of

.....

**JOINT BIDDING AGREEMENT
(IN CASE OF CONSORTIUM)**

(To be executed on Non-judicial Stamp Paper of Rs. 100/- value)

Know all men by these presents that we, -----
--

and ----- (persons and Companies name) (herein after collectively referred to "the consortium / Joint venture") for execution of tender.

Whereas the V.O.Chidambaranar Port Trust (herein after referred to as "the Employer") has invited tenders from the interested parties for ----- (hereinafter referred to as "the contract").

Whereas the members of the consortium / joint venture are interested in bidding of the work of ----- in accordance with the terms and conditions of the tender.

This Joint Venture agreement is executed to undertake the work and role and responsibility of the firms are ----- (role and responsibilities of each firm for administrative arrangement for management and execution of contract) and ----- (name of the person) of (name of the firm) and ----- (name of the person) and ----- (name of the firm) are the authorized representative of respective firms.

As whereas it is necessary under the tender conditions for the member of the consortium / joint venture to appoint and authorize one of them as Lead firm to do all acts, deeds and things in connection with the aforesaid tender.

We hereby nominate and authorize ----- as our constituted attorney in our name and on our behalf of do or execute all or any of the acts or things in connection with the execution of this Tender and thereafter to do all facts, deeds and things on our behalf and thereafter till the satisfactory completion of work.

And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and conform all and whatsoever that my said attorney shall do or cause to be done for us by virtue of the power hereby given.

In witness hereof we have signed this deed on this the ----- day of -----

SIGNED SEALED & DELEVERED

By with named-----

-----through its

duly constituted attorneys

----- in the presence of

SIGNEDSEALED& DELEVERED

By with named-----

----- through its

duly constituted attorneys

----- in the presence of

**FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER
(IN CASE OF CONSORTIUM / JOINT VENTURE)**

Know all men by these presents that We, _____, _____, _____
_____ and _____ (hereinafter collectively referred to as “the Consortium/joint venture”) hereby appoint and authorise _____ Ltd as our attorney.

Whereas the V.O.Chidambaranar Port Trust (V.O.CHIDAMBARANAR PORT TRUST) (hereinafter referred to as “the Employer”) has invited applications from interested parties for _____ (hereinafter referred to as “the Contract”).

Whereas the members of the Consortium/joint venture are interested in bidding for this assignment in accordance with the terms and conditions of this Tender along with its amendments, addendum and related documents.

And whereas it is necessary for the members of the Consortium/joint venture to appoint and authorize one of them to do all acts, deeds and things in connection with the aforesaid Contract.

We hereby nominate and authorize _____ as our constituted attorney in our name and on our behalf to do or execute all or any of the acts or things in connection with making an application to the _____ V.O.CHIDAMBARANAR PORT TRUST , to follow up with the V.O.CHIDAMBARANAR PORT TRUST and thereafter to do all acts, deeds and things on our behalf until culmination of the process of bidding and thereafter till the license agreement is entered into with the successful bidder.

And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and conform all and whatsoever that my said attorney shall do or cause to be done for us by virtue of the power hereby given.

All the members of this consortium will be jointly and severally liable for execution of this assignment in all respects.

In Witness hereof we have signed this deed on this the _____ day of _____

For and on behalf of _____

For and on behalf of _____

For and on behalf of _____

Power of Attorney for signing the document

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms (name), son/daughter/wife ofand presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the “-----” proposed or being developed by the V.O.Chidambaranar Port Trust (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bid Agreement and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Contract and/ or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2019.

For

.....

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- a) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- a) For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.

Annexure 15

NOTICE INVITING e-TENDER FOR THE WORK "....."

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

(To meet out the requirement as per clause 3.4.1.2 of the Tender Document)
To

Deputy Conservator,
V O.Chidambaranar Port Trust.
Tuticorin - 4

Sir

Subject: Acceptance of Terms & Conditions of Tender for
"....." -Reg.

Tender Reference No: -----

1 I/ We have downloaded / obtained the tender document(s) for the above mentioned Tender/Work from the web site(s) 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 I we shall abide hereby and agree the terms / conditions / clauses contained therein.

3 The corrigendum(s) issued from time to time by V.O Chidambaranar Port Trust for the above subject work has also been taken into consideration. while submitting this acceptance letter

4 I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety

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

6 I / We certify that all information furnished by me/ us is true & correct and in the event that the information is found to be incorrect/untrue or found violated. then V.O Chidambaranar Port Trust 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)