



**V.O.CHIDAMBARANAR PORT AUTHORITY
GENERAL ADMINISTRATION DEPARTMENT
E-TENDERING**

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

TENDER NOTICE NO :GAD-GEN0CGH(VOCM)/2/2025-GAD Doc. No: 7349

**The Secretary,
General Administration Department,
V.O.Chidambaranar Port Authority,
Tuticorin - 628004.
Phone: 0461- 2352232
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Management of V.O.Chidambaranar Port Trade Promotion Centre Cum Guest House at
Shenoy Nagar, Chennai

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SECTION I – NOTICE INVITING TENDER (NIT)

ONLY THROUGH E-TENDERING MODE

TENDER NOTICE NO: GAD-GEN0CGH(VOCM)/2/2025-GADSrDS Doc. No: 7349

Electronic Tenders (Two Cover System) are invited by V.O.Chidambaranar Port Authority, Tuticorin, from bidders fulfilling the Eligibility Criteria for pre-qualification as stipulated in this notice for the work of “**Management of V.O.Chidambaranar Port Trade Promotion Centre Cum Guest House at Shenoy Nagar, Chennai.**”

1	Estimate Amount	Rs.1,25,90,784/- (Rupees One crore Twenty Five Lakhs Ninety Thousand Seven hundred and Eighty Four Only)
2	Contract period	Two Years (extendable up to two years)
3	Downloading of Bid document from VOCPA online e-tendering web site.	From 12.08.2025 to 01.09.2025 (upto 1600hrs) https://etenders.gov.in/eprocure/app
4	Last Date and Time for submission of Tenders through on line.	on or before 16.00 hrs on 01.09.2025
5	Date and Time for opening of Part I (Cover I) (Techno-commercial bid)	at 16.30 hrs on 02.09.2025
6	Validity of tender	180 days from the date of opening the Part I (Cover I) – Techno-commercial bid.
7	Earnest Money Deposit (EMD)	Rs.2,51,816/- (@2% of the Estimate amount)
8	Tender Submission through	E-Tender portal https://etenders.gov.in/eprocure/app

Note:

1	The Bidders are advised to read the whole document carefully and submit their tender/bid strictly meeting with the requirements spelt out in the bid document.
2	While E-tendering all the supporting documents as stated in Annexure A have to be signed in each and every page serially numbered along with seal and shall be uploaded by the Bidders and the same will be downloaded by this Port at the time of evaluation. No hard copies need to be sent to the Port.
3	On submission of bid, if it is found deficient with reference to the requirements spelt out in the bid document, it will be summarily rejected, without assigning any reason.

SECTION II – GLOSSARY

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

- i. "Authorised Representative" means any Officer of the Port authorized by the Competent Authority, who is responsible for supervising, administering the Contract, certifying payments due to the Contractor, and other functions as specified in this contract.
- ii. "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer for rendering services or execution of works made in accordance with the terms and conditions set out in the bid document for Management of V.O.Chidambaranar Port Trade Promotion Centre Cum Guest House at Shenoy Nagar, Chennai.
- iii. "Bid documents" (including the term 'bid documents' or 'Request for Proposal Documents' in certain contexts) means a document issued by the Port, including any amendment thereto, that sets out the terms and conditions of the given e-tender and includes the invitation to bid.
- iv. "Bidder" (including the term 'Tenderer' or 'Service Provider' in certain contexts) means any person (in the form of sole proprietor) or firm or company or any other legal entity (registered under The Companies Act, 2013, The Societies Registration Act, 1860 etc), participating in the e-tendering process with the Port;
- v. "Bidder Registration Document" means a document issued by the Port, including any amendment thereto, that sets out the terms and conditions of registration proceedings and includes the invitation to register for the e-tender;
- vi. "Board" means the Board Members of the V.O.Chidambaranar Port Authority, Tuticorin, which is an autonomous body under the Major Port Authorities Act, 2021, and as amended from time to time.
- vii. "Competent Authority" means the Chairperson or any Officer(s) authorized by the Chairperson.
- viii. "Contract" (including the terms 'Work Order' under certain contexts), means a formal legal agreement as may be amended, supplemented or modified in accordance with the terms of contract in writing relating to the subject matter of the tender, executed between V.O.Chidambaranar Port Authority and the service provider or Contractor together with the documents referred to therein including general conditions, special conditions of Contract, Priced bill of quantities and instructions issued from time to time by the Port and all these

documents taken together shall be deemed to form one contract and shall be complementary to one another, which are in compliance with all the relevant provisions of the laws of India.

- ix. “Contract Price” means the sum named in the tender subject to such additions thereto or deductions there from as may be made under the provisions herein after contained.
- x. “Contractor / Service Provider” means the person or persons, firm or company whose tender has been accepted by the Board/competent authority and includes contractor’s representative, successors and/or permitted assigns for the subject Contract
- xi. “Day” means a day of 24 hours from midnight to the next midnight irrespective of the number of hours worked in that day.
- xii. “e-Tender” means conducting of procurement processes by the Port with bidders for the acquisition of works and services through the use of information and communication technology (specially the internet) with the aim of open, non discriminatory and efficient procurement through transparent procedures;
- xiii. “Earnest Money Deposit’(EMD)” means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid; the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the Contract or failure to provide the required security for the performance of the Contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the Bid documents.;
- xiv. “Head of the Department” means the Head of a Department of General Administration Department in the V.O.Chidambaranar Port Authority.
- xv. “Month” means month according to Gregorian Calendar.
- xvi. “Notice Inviting Tender” (including the term ‘Invitation to bid’ or ‘request for proposals’ in certain contexts) means a document and any amendment thereto published or notified by the Port, which informs the potential bidders that it intends to procure goods, services and/or works.;
- xvii. “Pre-qualification Document” means the document including any amendment thereto issued by the Port, which sets out the terms and conditions of the pre-qualification bidding and includes the invitation to pre-qualify;
- xviii. “Responsive Bid”, in relation to a bidder, means a bid submitted by a bidder that conforms to all material aspects and conditions specified in the Section V – Evaluation of the Bid document. If any requirements specified in Section V – Evaluation of the Bid document are not complied with or changes are made

by the bidder in the tender document or if there is non-usage of the prescribed forms stipulated in the bid document, the bid will be considered as non-responsive and will be summarily rejected.

- xix. “Tender” means the Contractor’s priced offer to the Port for the execution and completion of the works and the remedying of any defects therein in all accordance with the provisions of the Contract, as accepted by the Work order.
- xx. “Week” means seven days without regard to the number of hours worked in any day in that week.

SECTION III –INSTRUCTIONS TO THE BIDDERS

1. GENERAL:

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

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

- ii. Electronic Tenders (Online) are invited following 'TWO COVER SYSTEM' by V.O.CHIDAMBARANAR PORT AUTHORITY (VOCPA) from eligible bidders for "*Management of V.O.Chidambaranar Port Trade Promotion Centre Cum Guest House at Shenoy Nagar, Chennai*".
- iii. The bid document containing the entire details is available at the E-Tender Portal www.vocport.gov.in and <https://etenders.gov.in/eprocure/app> for downloading during the period specified in the NIT (Section – I).
- iv. The Bidders must fulfill the techno-commercial criteria for pre-qualification and other requirements stipulated in Section IV – Techno-commercial criteria qualification of the bidders of the bid document. The tender shall remain valid for a period of 180 days from the date of opening of the Part I (Cover I) – Techno-commercial bid.

- v. The Contract will be in force for a period of Two years from the date specified in the Work Order and extendable for a period upto two years with the same rate, terms and conditions to be decided on mutually agreed basis, which will be based on the satisfactory performance of service during the course of Contract.

2. **CLARIFICATION:**

Clarification: Further details / clarification, if any, the bidder shall contact, Secretary, General Administration Department, V.O. Chidambaranar Port Authority, Administrative Office Building at any working day.

3. **REGISTRATION OF BIDDERS ON PORTAL:**

The intending Bidders are required to register in the website <https://etenders.gov.in/eprocure/app> by clicking "**ONLINE BIDDER ENROLLMENT**" option in order to obtain user-id and password at first and then to activate their respective user-id by using Digital Signature Certificate (DSC) Class-III.

4. **BIDDER'S RESPONSIBILITY:**

- i. The bidder, at the bidder's own responsibility and risk are encouraged to visit at their own cost and examine the site of required services and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the services.
- ii. It is implied that on submission of the tender, the Bidder is deemed to have clearly understood and satisfied himself regarding the work and services and all conditions likely to be encountered during the execution of the work thereof. The rate quoted in the **Part –II (Cover-II)- Price bid** are adequate and all-inclusive with respect to all factors, circumstances and conditions likely to be incidental, both direct and indirect, to the work and services mentioned in the subject tender.
- iii. Further the Bidder undertakes, if his tender is accepted, has to enter into and execute when called upon to do so, a Contract as provided in **Annexure B** with such modifications as agreed upon. Until the formal Contract is prepared and executed, this tender document together with the written acceptance shall form a binding agreement between the Port and the Contractor.

- iv. The Bidder shall furnish a certificate of Acceptance on Technical and commercial terms and conditions in the prescribed format. **Certificate of Acceptance – Form VI in Annexure A.**
- v. Any bidder who is claiming exemption from payment of EMD based on any Central/State Government certification, shall furnish a declaration and undertaking as in the enclosed **Form VII of Annexure A.**
- vi. The Bidder shall submit a declaration as provided in the **Form V of Annexure-A** of the bid document that the Bidder has no litigation and arbitration against the Port for a period of past 5 years and that the bidder has not been blacklisted or debarred in the last 3 years from providing service by any of the Central / State Government / Nationalized Banks/ Autonomous bodies / PSEs/PSUs and any other organizations in India prior to the submission date of tender mentioned in the NIT and the same shall be uploaded along with the bid document in the E-tender portal.

5. CORRECTION/VARIATION:

- i. All corrections and alterations in the entries of the bid documents shall be attested with full signature of the Bidder with date. No erasures or over-writings shall be made.
- ii. The Bidders should not upload any revised or amended offers after the opening of the tender. If any such document is found in the bid, the same will be rejected.
- iii. The bidder's proposal is deemed to include, all prices for the Scope of Work specified in Section VII of the bid document and no arithmetical correction or price adjustments are allowed.
- iv. Tender should be complete in all respects for taking a decision immediately on opening of the tender.

6. TRANSFER OF BID DOCUMENTS:

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

7. ADDENDA / CORRIGENDA:

Addenda/Corrigenda, if any to the bid documents will be issued by the Port only in the E-tender portal and Port's website, prior to the date of opening of the tenders.

8. INCOMPLETE DETAILS AND CANVASSING:

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

9. HISTORY OF LITIGATION:

A consistent history of litigations or Arbitration Awards against the applicant may result in disqualification.

10. SIGNING OF THE BID DOCUMENTS:

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

11. DECLARATION BY THE BIDDER:

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

12. BID SUBMISSION:

- i. Such of the registered bidders, who intend to bid, are required to download and print out the bid document along with its annexure and forms and fill up the same. A scanned copy of this filled up bid document shall be submitted online through the above website using their respective user-id and password in order for their bid to be considered. The bidders shall also upload the scanned copies of the supporting documents in the form and manner as mentioned in the "**Qualification and Responsiveness Information of Annexure A**" of the bid document.

- ii. The bid follows two cover system and bidders are required to submit techno commercial / qualification details in Part I (Cover I) and Price bid separately in Part II (Cover II) electronically. Both shall be submitted simultaneously.
- iii. Both Part I and II bid documents are required to be submitted only through the above-mentioned electronic mode and tender submitted through any other mode will be summarily rejected and no correspondence on such matter will be entertained for the reasons whatsoever.

13. OUT-STANDING DUES TO PORT:

The parties who have outstanding dues to be paid to the Port as on the date of publication of the NIT shall clear the same before submission of the bid, else they will not be allowed to take part in this tender and the online uploaded bid document in any way will not bind the Port to accept their participation in the subject tender.

14. EARNEST MONEY DEPOSIT (EMD):

- i. In order to be considered for the bid, the Bidder shall make payment of EMD of Rs.2,51,816/- (Rupees Two Lakhs Fifty One Thousand Eight hundred and Sixteen Only) paid through RTGS /NEFT to V.O.Chidambaranar Port Authority, Tuticorin.

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

A	Name and Address of the Bank	Indian Overseas Bank, Harbour Branch, Tuticorin – 628004.
B	Name of the branch	Harbour Branch
C	IFSC code	IOBA0000143
D	Account no	014301000000001
E	Type of account	Savings
F	Beneficiary's Name	FA&CAO, V.O.Chidambaranar Port Authority

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

- iii. The Earnest Money Deposit (EMD) furnished by all unsuccessful bidders will be returned through an e-payment system, after the expiry of the final tender validity period but not later than 30 (thirty) days after award of Contract or signing of the Contract whichever is earlier. The Earnest Money Deposit (EMD) of the successful bidder shall be adjusted against Security Deposit as per clause 5 of Section VI.
- iv. The Bid Security will be accepted in the form of Insurance Security Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptance form.
- v. The EMD will be forfeited, if the bidder withdraws or modifies an offer within the validity period of the bid, after the deadline for submission of such documents.
- vi. If the successful bidder fails to remit the Performance Security after the issue of letter of intent within the specified or extended time, the EMD shall be forfeited, and the bidder shall be debarred/ black listed for a period of three years.
- vii. No interest shall accrue or is payable on the EMD from the date of its remittance till it is returned to the bidders.
- viii. Any bidder who is claiming exemption from payment of EMD based on any Central/State Government certification, the same shall be considered for such exemption provided that the firm uploads the said valid certificate copy at the time of submission of their bid documents along with the details duly filled in Form VII of Annexure A.
- ix. Payment of the EMD will be considered for exemption only if the bidders have valid MSEs registered with a body specified by Ministry of MSME registration certificate in manpower, employment services and subject to uploading of the same in CPP Portal.

15. UPLOADING OF BID DOCUMENTS:

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

provided in the bid document or in the E-tender portal or Format for Tenders Acceptance letter is attached as **Annexure - H**.

16. DOCUMENTS TO BE UPLOADED BY THE BIDDER TO PARTICIPATE IN THE E-TENDER:

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

17. QUOTING IN PRICE BID:

- i. The contractor must engage 23 manpower as per The Minimum Wages Act, 1948 and their wages are to be furnished as given in the Price Bid. The wages shall be on monthly basis and would be reimbursed by VOC Port at actual.
- ii. Statutory Compliances & Over Head Expenses, including contractor Profit (for 2 Years) shall be quoted in the Price Bid and the same would be reimbursed by VOC Port
- iii. Applicable taxes, if any payable, shall be reimbursed over and above the quoted rates on production of documentary evidence.
- iv. In addition, cleaning, and maintenance charges will be paid on monthly basis.

18. BID OPENING:

The **Part I (Cover I) – Techno-commercial Bid** containing the techno-commercial documents listed in the **Qualification and Responsiveness Information** in Annexure A and any other documents uploaded by the Bidders will be opened through online on the scheduled date and time as indicated in the NIT, in the presence of such bidders and/or their authorized representatives, who wish to be present at the time of opening, at their own cost.

19. PAYMENTS

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

20. EXPENSES INCURRED BY THE BIDDER

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

21. COMMUNICATION FOR INFORMATION

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

The Secretary,

General Administration Department, V.O.Chidambaranar Port Authority,

Tuticorin – 628004.

Phone: 0461 -2352232

E-mail id: secretary@vocport.gov.in

22. CLARIFICATION ON BIDS

During evaluation and comparison of the bids, the VOCPA may, at its discretion, ask the bidder for clarification on the bid. The request for clarification shall be given in writing by registered/ Speed Post/Registered e-mail/uploaded on the e-procurement Portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or the substance of the bid shall be sought, offered, or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/documents will be sought only in the case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. (Example: if the Permanent Account Number, registration with GST has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a work /supply order without its completion/ performance certificate, the certificate can be asked for and considered. However, no new work supply/work order should be asked for so as to qualify the bidders.

SECTION IV– TECHNO-COMMERCIAL CRITERIA QUALIFICATION OF THE BIDDERS

PART I (COVER I) – Techno-commercial bid

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

A. The bidder shall have the meaning as stated in the Sl.No.(iv) of Section – II (Glossary).

B. Past Experience:

i) The bidder may be Proprietor Firms, Partnership Firms, Limited Company or Corporate Body Legally constituted, registered with Appropriate Authority that possesses the required Registration Certificate issued by the said authority.

ii) The bidder/firm shall have experience and successfully completed at least 02 years in providing similar works during last 7 (seven) years ending last day of the month previous to the one in which tenders are invited.

NOTE: Similar work/ services means Running & Maintenance /Management of minimum 20 rooms in Lodging/Guest House at Central Govt. / State Govt. / Port Sector / PSU or public Ltd., Company in the private sector.

In order to meet the Technical criteria as per clause No (i) above, the bidder shall submit the following documents along with the technical bid:-

The bidder has to submit the details of payments received for the works executed in **Form III of Annexure A** in full, duly signed and sealed by the statutory auditor with the UDIN number. Further, in case of false certification by the statutory auditor, same shall be informed to the Institute of Chartered Accountants of India (ICAI), for necessary action deemed fit.

Self-attested photo copies of LOA/work order/Agreements showing the awarded contract value for “similar works” and satisfactory Completion Certificates issued by the Client (duly signed and stamped), indicating the reference of LOA/work order/Agreements, value of work order, date of commencement of work, actual date of Completion of works, actual completed Contract Value from client, for the contracts mentioned at Form III of Annexure A. The Bidder shall also enclose detailed BOQ with rates and scope of work supporting the LOA/work order/Agreements/completion certificates submitted as per Form III of Annexure A. TDS certificate clearly showing the tax deduction from client for related work orders/Agreements shall be produced for verification.

The works declared by the bidder in **Form III of Annexure A** only shall be considered for technical qualification of the bidders. **LOA/Work orders/Agreements other than the ones mentioned in this Form III of Annexure A shall not be considered for evaluation, even if they have been uploaded along with the technical bid. Bidder shall not have any claim on this account later on.**

Even though the Bidders meet the qualifying criteria as per Section IV, they are subject to be disqualified and debarred for a period not exceeding three (3) years from the date of debarment from participating for tenders at VOC Port Authority :

- a. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history with VOC Port Authority or financial failures etc.

C. Financial Capability:

Average Annual financial turnover during the last three years, ending 31st March 2024 of the previous financial year, should be at least 30% (Thirty per cent) of the estimated cost. The details shall be furnished by the bidder in the Form II of Annexure A.

SECTION V – EVALUATION OF THE BID DOCUMENT

1. DETERMINATION OF RESPONSIVENESS:

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

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

- i. Proof of payment of EMD by RTGS/ NEFT etc
- ii. The Copies of valid certificate issued by Central/State Government for exemption from payment of EMD, if applicable.
- iii. The bidder must upload self-attested copy of its PAN, GST, EPF, ESI, Private Security Agencies registration certificate (only applicable for tender to deploy Security personnel) as stated in the **Qualification and Responsiveness Information – Annexure A**
- iv. A self-attested copy of labour license issued for past executed work /services in supply of manpower by the Labour Department for the contract under Contract Labour (Regulation and Abolition) Act, 1970.
- v. Copies of self-attested, original registration certificate documents incorporating the legal entity and defining its legal status, place of registration and principal place of business, etc.
- vi. Declaration of Authorised Representative of the bid in **Form IV of Annexure A in non-judicial stamp paper** with denomination not to be lesser than Rs.100/-. The proprietor of the firm, who bids, has to declare the authorized representative of the firm/company
- vii. The bidder must not have been declared ineligible / black listed by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies in the past 3 years prior to the date of publication of NIT. A declaration to the effect should be furnished in **Form V of Annexure A.**
- viii. Information regarding any litigation and arbitration against the Port during the past five years prior to the date of publication of NIT, in which the Bidder is involved, the parties concerned and disputed amount in **Form V of Annexure A**

2. TECHNO-COMMERCIAL EVALUATION:

- i. The documents uploaded by the bidder as specified in **Form III of Annexure A read with Section IV (B)**, will be evaluated basing on the performance certificate / work completion certificate of similar nature of the work and value of the work fulfilling the eligibility criteria.
- ii. The financial capability will be evaluated based on the information provided in **Form II of Annexure A read with Section IV(C)**.
- iii. After scrutiny of the documents uploaded in the **Part I (Cover I) – Techno-commercial Bid**, the eligible bidders will be pre-qualified based on the details provided by them.
- iv. The tenders, which do not satisfy the qualifying criteria as mentioned under **Section IV – Techno-commercial qualification criteria for the Bidders**, shall be rejected without assigning any reason.
- v. The Port may verify the original documents of the scanned copies uploaded by the Bidder during evaluation or at any time, if required. In case the documents submitted by the bidders found to be forged/ false, the port will take appropriate penal action including cancellation of the work order issued and blacklisting of the firm/ company for a period of 3 years.
- vi. The shortlisted bidders after the techno commercial evaluation will be informed through e-mails after short listing and the same will also be published in the Port website. Any bidders who had participated in the tender having any objections or observations shall inform the same to the designated e-mail id, within a period of seven days from the date of publishing in the website. Objections if any, received after this date will not be entertained.
- vii. Objections so received will be duly examined as per the terms and conditions of the tender and the decision will be posted on the website. The decision of the competent authority, in this regard, will be final and binding and no further objections will be entertained once the decision is finalized.

3. FINANCIAL EVALUATION:

- i. The due date of opening of **Cover II- Financial Bid** shall be scheduled and intimated to the prequalified bidders through portal.
- ii. The Financial Bid of the pre-qualified & responsive bidders will be opened on the pre-published / notified date & time in the presence of bidders or their authorized representative who wish to be present. The participating bidders can also witness the opening of price bids on line by logging on to the portal with his DSC from anywhere.

- iii. The financial evaluation shall be made on the basis of total price as indicated Price Schedule. VOCPA is not bound to accept the lowest quoted offer. Conditions, if any, with Price Bid shall not be considered for any purpose.
- iv. Evaluation of the bid does not exonerate the bidders from checking their original documents. VOCPA reserves the right to verify the authenticity of the documents/information submitted by the bidder.
- v. As per the provisions of IPC-1860 replaced by the Bharatiya Nyaya Sanhita, 2023 (BNS), use of fraudulent/forged document for the purpose of participating in any tender is a punishable offense. Hence, in such cases, VOCPA shall have no other option than to take the following actions against the firm, which has resorted to use of forged/fraudulent documents in any tender. It is also applicable if, at a later date, the bidder is found to have misled the evaluation through wrong information.

1. At the time of the bidding stage

- a. Termination of any other ongoing contracts with forfeiture of the Security Deposits.
- b. Blacklisting / debarring / tender holiday of the firm under The Prevention of Corruption Act, 1988 for a period of three years from the date of blacklisting.

2. At the time of contract execution

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

4. AWARD OF CONTRACT

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

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

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

SECTION VI – INSTRUCTION TO SUCCESSFUL BIDDER

1. Letter of Intent:

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

2. Performance Security:

- i. The successful bidder shall deposit an amount equal to 5% of the accepted tender value as Performance Security in the form of irrevocable Bank Guarantee obtained from a Nationalised Bank or a Scheduled commercial Bank having net-worth of above **Rs.100 Crores** having its branch at Tuticorin and encashable at Tuticorin in the form as per specimen in the **Annexure C** of the Bid document shall be in compliance for a digital confirmation for the Bank Guarantee and the same shall sent along with a letter from the Bank directly to the Port within 15 days from the date of issue of letter of intent with a claim period of 90 days.
- ii. The successful bidder may also deposit the Performance Security amount through E-payment in lieu of Bank Guarantee to the account link mentioned at the **Para No.14 of Section III** under “**Earnest Money Deposit**” of the bid document. However, the Port may relax the above time limit of 15 days and may extend for further period of 6 (six) days in extraordinary circumstances based on the reasons furnished by the bidder. If the Performance Security is not deposited within the stipulated period as prescribed, the Work Order stands cancelled automatically and the Earnest Money Deposit will be forfeited.
- iii. In case the Port is obliged to make any recoveries on any account from the Performance Security Deposit of the Contractor either in part or full, shall be encashed by the Port and the Contractor shall be obliged to make good the Performance Security Deposit amount within a period of 10 (ten) days after the receipt of information in this regard, failing which the Contractor shall have to pay an interest of SBI base rate MCLR+ 2% per annum for the period of delay in making good the Performance Security Deposit.
- iv. The Performance Security should remain valid for a period of 90 (ninety) days beyond the date of completion of all contractual obligations of the Contractor including statutory obligations and will be refunded/discharged thereafter without any interest after adjusting any dues to the Port.

3. Work Order:

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

4. **Signing the Contract.**

- i. The successful bidder shall be required to execute a Contract at his own cost in the pro-forma prescribed by the Port as per the Contract Form provided in **Annexure B** of the bid document on Tamil Nadu State Government stamp paper of the value of Rs 100/- within 7days of the issue of work order.
- ii. Non-fulfillment of this condition of executing a Contract by the successful bidder would constitute sufficient ground for annulment of the award and forfeiture of Earnest Money Deposit. The Port reserves the right to take action as deemed fit against such default bidder.

5. **Security Deposit:**

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

6. **Indemnity Bond :**

The contractor will be held responsible for the cost of damage for buildings, electrical fittings, televisions, furniture and other materials in the VOC Port Trade Promotion Centre cum Guest House at Chennai. The Contractor shall furnish an Indemnity Bond as at **Form–XI of Annexure A** on a stamp paper of Rs.100/- (Rupees One hundred only) value along with adequate insurance coverage at his own cost for the safety of furniture fittings, Television sets and other materials in the VOC Port Trade Promotion Centre cum Guest House at Chennai. Approximate value of the assets to be handed over is Rs.7 lakhs.

7. **Debarment:**

A bidder shall be debarred if he has been convicted under any offence;

- a) under the Prevention of Corruption Act, 1988; or
- b. the Indian Penal Code now replaced by the Bharatiya Nyaya Sanhita (BNS), 2023 or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

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

SECTION VII – SCOPE OF WORK; STATUTORY COMPLIANCE AND CONTRACTUAL OBLIGATIONS

I) SCOPE OF WORK:

Name of work: - *“Management of V.O.Chidambaranar Port Trade Promotion Centre Cum Guest House at Shenoy Nagar, Chennai”*.

1. Deployment of Personnel

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

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

(a) The required qualifications of the Manpower to be deployed is mentioned in **Annexure F**.

(b) Employment of child labour is not permitted.

(c) Contractor has to maintain Shift-wise number of staff as mentioned above throughout the contract period.

(d) The Port will not have any responsibility or obligation in respect the service matters of the man power engaged by the contractor, including their appointment, payment of wages, terms of engagement etc. These will be the sole responsibility of the contractor.

(e) The contractor shall ensure that the manpower deployed by him are properly and neatly dressed and shall be disciplined and polite to the guests at all times

(f) The contractor shall furnish fitness certificate, issued by the Medical Officer periodically once in a year in respect of all the manpower deployed by him at the Guest House.

(g) The successful contractor shall furnish Police verification certificate for all the manpower, deployed by him at the VOC Port Trade Promotion Centre cum Guest House at Chennai. This has to be done at the time of execution of the contract.

(h)) The Contractor shall indemnify the Port against all claims arising out of his action under any Labour, civil or criminal laws in force, in so far as they relate to the manpower deployed by the contractor in the premises of the VOC Port Trade Promotion Centre cum Guest House at Chennai or claims arising out of such deployment.

2. Room Allotment:

- a. Allotment of rooms in VOC Port Trade Promotion Centre cum Guest House at Chennai will be made by the General Administration Department of the VOC Port and same will be communicated to the VOC Port employee posted at Chennai. The Supervisor deployed by the contractor has to make necessary arrangements to receive the Guest and make necessary entries in the registers concerned.
- b. The rents shall be collected in the prescribed bill book through POS Machine at the time of vacation of room/Hall itself by the Supervisor deployed by the contractor and the rent so collected as per the tariff fixed by the Port from time to time has to be accounted to the General Administration Department during the 1st working day of every week. Bills / Cash receipts for both boarding and lodging must be promptly issued to guests.

3. House Keeping:

- a. Keeping the rooms ready before arrival of new guest, spraying fragrance to impart freshness, placing refreshment kit containing tooth brush, paste, comb, bathing soap etc., in bathroom and provide fresh drinking water.
- b. Cleaning of Rooms, Conference Hall, kitchen, corridor, dining hall, toilets, etc every day and whenever the situation warrants. Cleaning includes sweeping of floors with broom followed by wet mopping / scrubbing with disinfectants/cleaning agents, dusting of furniture, wall tiles, doors, and windows, etc. The materials like brooms, brushes, phenyl and other cleaning materials should be borne by the contractor.
- c. All soft furnishings such as linens, bed covers, pillow covers, curtains, towels, table cloth, table mats, napkins, etc., will be provided by the Port. However, the linen should be changed with washed ones as soon as the guests vacate the room. If the guests stay for a longer period, the linen should be changed

with washed ones once in three days. Washing charges for linen will be borne by the contractor.

- d. Collection of garbage/wastes from rooms, building premises, kitchen and disposal to a designated yard.
- e. Receiving the guest's luggage and be present in the reception desk at all times by the staff deployed by the contractor.

4. Catering Services:

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

1. Catering arrangements

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

Sl. No	Description	Guests staying at Guest House and Port Employees (Rs)	Others (Rs)
1	Coffee / Tea	20.00	25.00
2	Vadai (with Sambar, Chutney))(1No)	25.00	35.00
3	Idly (2Nos)(with Sambar, Chutney)	30.00	35.00
4	Dosai(with Sambar, Chutney)(1No)	55.00	65.00
5	Poori(2Nos) (with veg kurma)	70.00	85.00
6	Kesari	25.00	35.00
7	Pongal(with Sambar, Chutney)	60.00	80.00
8	Chappatti (with veg kurma)(2 Nos)	75.00	85.00
9	Parotta (with veg kurma)(2 Nos)	75.00	85.00

10	Chicken Gravy (1 piece)	120.00	130.00
11	Egg Gravy	80.00	90.00
12	Omlet/Full boil (1No)	35.00	35.00
13	Half Boil(1No)	30.00	30.00
14	Veg salad	50.00	60.00
15	Curd rice	80.00	90.00
16	Sambar rice	80.00	90.00
17	Lemon Rice	80.00	90.00
18	Curd	25.00	30.00
19	Onion Pagada	40.00	45.00
20	Bread Omlet (2 slices)	80.00	100.00

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

		pappad, curd (75 ml), 1 banana, pickles, ice cream (50 ml)		
24	Special Lunch/Dinner Non Vegetarian (100 grams each)	(In addition to the above vegetarian menu specified in SL. No. 23, two items of Non-vegetarian dishes, chicken/mutton/fish shall be served.	390.00	420.00

- 2) **Escalation:** the rates mentioned above for food items will be increased by 5% per annum at the beginning of the extended period.
- 3) The rates for catering in parties shall be fixed on case to case basis based on the menu other than those indicated above.
- 4) Provide services to institute official needs in terms of tea/coffee/milk, snacks and breakfast/lunch/dinner as ordered.
- 5) The contractor at his own cost shall arrange to provide Bed coffee / tea, breakfast, lunch, dinner by ensuring the delicious foodstuffs etc. to the occupants either in room service or in the designated dining hall. Food items shall be prepared in the Guest House. The food charges shall be collected from the customers / guests as per the rates mentioned in the schedule preferably using POS Machine owned by the contractor.
- 6) The VOC Port will provide the infrastructural facilities like modern kitchen with LPG stove, Microwave oven(not for main cooking) free water, free electricity etc.
- 7) The contractor has to make his own arrangements for the fuel and cooking gas etc, at his own cost.
- 8) The Port shall provide the utensils as stated in the **Form– X of Annexure-A**. The contractor has to make his own arrangements for providing crockeries / utensils that may be needed for cooking / serving, over and above the utensils as in **Annexure-G**.
- 9) Fully equipped kitchen with modern gadgets and fully furnished dining hall in the VOC Port Trade Promotion Centre cum Guest House at Chennai will be placed at the disposal of the successful Bidder for providing catering services.
- 10) Fixed kitchen catering equipment and furniture will be placed at the disposal of the selected contractor. Additional equipment / vessels, Cutlery and crockery shall be arranged by the contractor himself. (**Annexure-G**).

- 11) The contractor should prepare separate menu for providing food items to the guests and the staff of the rates prescribed by the Port.
- 12) The contractor shall make good the loss caused to the permanent / temporary fixtures provided for their use at VOC Port Trade Promotion Centre cum Guest House at Chennai during the contract period the Port shall not be liable to compensate the contractor for any loss, or damage of any kind due to theft or loss made due to intended activity and due to natural wear and tear and usage. The contractor has to make good the loss.
- 13) A register for recording the Suggestions /Complaints shall be maintained.
- 14) The dining hall for staying guests shall be used only for the staying guests and special guests of Port Guest House and should not be allowed to be used by anyone else.
- 15) Bone China, Porcelain based or branded Crockery should be used.
- 16) Cutlery and Crockery should be of high standard. Coffee cups and Flasks should be clean and functional at any point of time.
- 17) If fermented foods (Idli, Dosa etc.) are being made then timing should be carefully maintained to prevent growth of pathogens and toxin formation.
- 18) Crockery, cutlery and all equipment and utensils should be kept clean, hygienic, dry and away from toxic and hazardous elements.
- 19) Cracked or chipped dishes, utensils, glasses etc. should be discarded.
- 20) Biodegradable and non-biodegradable wastes should be separated right at the point of putting them into the bins.
- 21) Waste should be suitably disposed of as per the direction of the officers concerned.
- 22) Food waste should be disposed of in such a way as not to attract insects and animals, such as flies, dogs, cats and rodents.
- 23) Food handlers should wear clean and proper clothing. They should cover hair and wear hand gloves while handling food.

Food handlers should avoid following practices while handling food :

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

- 24) The contractor shall provide breakfast, lunch and dinner as a package and other items to the inmates and staff of VOC Port Guest House at Chennai at regulated rates as mentioned.
- 25) FSSAI licensed ingredients should be used for the preparation of food items.
- 26) FSSAI licensed soft beverages only should be served to the guests.
- 27) The Food Safety and Standards Regulations issued by the FSSAI shall be adopted.
- 28) Refined sunflower oil should be used. Re-use of cooking oil is banned.
- 29) Fresh and tender meat should be used for preparing non-vegetarian dishes. Meat should be procured daily and should not be kept for more than 24 hours. Meat should be purchased from authorized vendor.
- 30) Fresh eggs should be procured daily.
- 31) Vegetables should be procured daily and should not be kept for more than 24 hours.
- 32) All Tamil Cuisine items should be prepared with typical traditional Tamil food taste.
- 33) The dining areas, kitchen and entry to the kitchen must be kept neat and clean and free from odours. The Kitchen, Dining hall and stores should be fumigated twice a week.
- 34) The cost of provisions and all ingredients for preparation of food items will be borne by the contractor.
- 35) Standard Beverages to be served by the contractor on demand in rooms at rates not exceeding MRP.
- 36) Separate utensils, Cooking ranges and Storage units should be used for Vegetarian and Non vegetarian items of food and the preparation, processing and cooking of Vegetarian and Non vegetarian items should be segregated, in order to prevent contamination of raw food items.
- 37) All the metallic Cutlery and Crockery should be made of 304 grade 18/10 or 18/8 stainless-steel.
- 38) The Catering and room service shall be run on all days in the year.
- 39) Packaged food products must be checked for 'expiry date' / 'best before' / 'Use by' date, packaging integrity and storage conditions.
- 40) Proper rotation of all raw materials and finished materials should be undertaken on FIFO (First In First Out), FEFO (First Expired First Out) and FMFO (First Manufactured First Out) basis.

- 41) Ice should be prepared using potable water.
- 42) Only permitted food additives may be added within permissible limits.
- 43) Plastic based disposable items such as straws, disposable cups and plates shall not be used.
- 44) No one should be allowed to spit or wash hands/face/body near the dining area
- 45) Juice concentrates must be checked regularly for any fungal growth / change of colour, odour or gas formation in the bottle.
- 46) Non-veg. products are washed with potable water before use.
- 47) Clean and disinfected chopping boards/grinding stone/machine should be used.
- 48) Use of oils with high trans fats (like vanaspati) should be avoided as far as possible.
- 49) All garbage cans should be covered, cleaned daily, sanitized and collected at an assigned collection point at a public garbage collection system.
- 50) Food handlers should wear clean and proper clothing. They should cover hair and wear hand gloves while handling food.
- 51) The food should be cooked in the Guest House premises only.

5. Monitoring Committee:

There will be a monitoring committee of officials headed by the Secretary or any other officer nominated by the Secretary to monitor the performance of the contractor in providing the catering services to the guests, staff of VOC Port Guest House at Chennai and others and all the issues related to the penalty clauses mentioned herein this document.

The Contractors catering services at VOC Port Trade Promotion Centre cum Guest House are subject to the overall supervision and control of the Secretary, VOCPA or any representative nominated by Secretary, VOCPA for regular and continuous supervision. This includes any third-party audit to check the quality, quantity, hygiene and service of the catering contractor at VOC Port Trade Promotion Centre cum Guest House at Chennai.

6. Billing System:

1. The contractor shall use a standalone computerized system for billing catering charges to the staying guests of VOC Port Trade Promotion Centre cum Guest

House at Chennai. The billing system shall be customized with tariff fixed by the Port for the regulated items and accepted rates for the non-regulated items.

2. The customized billing system will be integrated with the Reservation Management System of VOC Port Trade Promotion Centre cum Guest House at Chennai in future. It is the responsibility of the contractor to make the necessary entries of catering services made to the staying guest in the catering application window of Reservation Management System.
3. The cost of the standalone system, billing machine and software shall be borne by the contractor.
4. If any discrepancy raised by the staying guest regarding invoice, it shall be brought to the notice of VOC Port employee posted at Chennai and the corrected invoice shall be handed over the staying guests.

7. (A) Event of Default

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

1. Failure to maintain the manpower as prescribed in the Tender document and/or minimum Cutlery and Crockery stock requirements as mentioned in Annexure -G.
2. Failure to pay the wages to the staff engaged by the contractor.
3. Subletting the work or the space to others.
4. Misuse of the premises of VOC Port Trade Promotion Centre cum Guest at Chennai House and its property.
5. Violating any other Terms & Conditions of the Tender Document / Agreement / Work order.

(B) Termination clause:

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

- a. Interruption of service by the contractor.
- b. Deficiency in services such as:
 - i. Poor quality of food items supplied / ingredients used as against the FSSAI standards.
 - ii. Misbehaviour of the staff employed by the contractor.

- iii. Complaints from the guests and other visitors availing the catering services of the contractor about the quality, quantity or undue delay in services.

The termination process will be initiated against the contractor in case the number of verified complaints and deficiencies on the above 5 points exceeds the following permissible limits:-

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

(or)

- Cumulative of 15 numbers within a year at any point of time.

8. Reception Assistance:

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

9. Other Responsibilities of the Contractor:

- a. The contractor has to maintain the registers provided by the Port Authority.
- b. Any legal action in respect of catering section such as food adulteration shall be borne by the Contractor.
- c. The contractor has to provide all the materials and manpower needed for the routine maintenance from time to time at their own cost. The materials should be a branded item and having good quality.
- d. Proper Inventory of all the equipment, fittings and furniture, linen etc., which are placed at the direct charge and custody of the contractor, for use and shall be maintained by the contractor. For any short falls noticed during the period of the contract, replacement value of the item shall be recovered from the amount payable to the contractor by the Port.

II) STATUTORY COMPLIANCE AND CONTRACTUAL OBLIGATIONS:

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

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

i) Compliance of the Income Tax Act, 1961

Income tax will be deducted at the rates as applicable from time to time. It is open to the contractor to make an application to the concerned Income Tax Authorities to obtain a certificate from them authorizing the department to deduct income tax at such lower rate or deduct no tax as may be appropriate to his case. Such certificate will be valid for the period specified therein unless it is cancelled by the Income Tax authorities earlier.

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

a) The GST shall be paid by the VOC Port at the rates applicable from time to time on submission of bills / invoices as prescribed under GST rules mentioning the full details regarding the Name, Address, GST Registration Number of the bidder along with the description, classification and value of taxable services and GST payable thereon. The GST shall be reimbursed by the VOC Port to the Contractor on his making available the GST claimed by him in GSTR against the VOC Port GST number.

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

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

iii) Compliance with the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 / Employees' State Insurance Act, 1948:

a) The Contractor should adhere to the Employees State Insurance Act 1948 (34 of 1948) and Employees Provident Fund Act, 1952 and the rules/orders framed there under from time to time.

b) The Contractor should have the EPF / ESI code / certificates and shall submit the proof in order to confirm the payments made by them. The Port's contribution shall be reimbursed only after the submission of documentary proof of payment made towards/ESI within stipulated period as per the relevant Act on account of this contract.

c) In the 1st month of claim for reimbursement of ESI/ EPF, the Contractor shall enclose the copy of the ESI and EPF card of the entire manpower including the substituted manpower deployed by the Contractor, only upon which the claim of the Contractor will be considered.

d) If the proof of remittance of EPF / ESI is not submitted to the Port in the subsequent month, the amount due to be remitted shall be withheld by the Port from the Contractor's bill. If the proof is not submitted in the subsequent month(s) then action will be taken to terminate contract.

e) Any interest or penalties payable to EPF / ESI Authorities due to the default of the Contractor, the same shall be adjusted against any dues payable to the Contractor or from Performance Security / Security deposit.

iv) Compliance of The Payment of Bonus Act, 1965 :

Contractor is required to pay bonus as per The Payment of Bonus Act, 1965 to the Manpower deployed and the same shall be reimbursed at actual by the VOC Port upon submission of proof of payment to the provided Manpower.

v) Compliance of the Contract Labour (Regulation and Abolition) Act, 1970

The Contractor shall comply with all necessary required provisions of the Contract Labour (Regulation and Abolition) Act, 1970 as amended and rules/orders framed there under from time to time and shall hold valid license throughout the Contract period.

vi) Compliance of the Workplace Safety and Insurance Act, 1997

The Contractor shall alone be fully responsible for safety and security and insurance or life insurance of their personnel who are working at the V.O.Chidambaranar Port Trade Promotion Centre cum Guest House at Chennai. The Contractor shall wherever applicable.

a) takeout and maintain, at their own cost but on terms and conditions approved by the Port, insurance against the risks and for the coverage and at the Port's request, shall provide evidence to the Port showing that such insurance has been taken out and maintained and that the current premiums have been paid.

b) ensure sufficient protection gears like safety shoes, hand gloves, ladders, etc. by their workers while carrying out works.

c) The Port shall not be liable for any compensation in case of any fatal injury/death caused to or by any man power while performing/discharging their duties/for inspection or otherwise.

vii) The Minimum Wages Act, 1948

The Contractor shall make payments of wages in accordance with the latest applicable rates of Minimum Wages, and any other payments due to its employees, deployed under the aforesaid contract and furnish necessary proof for the same. Such payments are to be made by the 7th of every month in the presence of an authorized representative of the Corporation, who shall witness such payment and record the same in the Wage Register to be maintained by the Agency, in accordance with provision of Contract labour (Regulation & Abolition) Act, 1970.

Note:

a) The Contractor's attention is drawn to the provisions of the ESI Act under which insurance is available to all subscribers.

b) Accident, life, medical insurance is also available through PM Suraksha Bima Yojana, PM Ayushman Bharath yojana, etc.

viii) Other statutory provisions:

a) The Contractor shall comply with the rules of Central Excise Department, as applicable.

b) Compliance of all statutory requirements under the various Acts / Govt. Regulations in respect of the manpower deployed will be the sole responsibility of the Contractor. This shall include all statutory payments as applicable from time to time. However, reimbursement of applicable statutory payments or any such other statutory requirements to the Contractor shall be made subject to entering into a supplementary agreement with the Port based on mutual consent and furnishing of proof of documentary evidence of such payments to the concerned authorities for the provided manpower every month without fail and before submitting bills for the subsequent months.

c) The Contractor is the direct employer of the manpower deployed by him at the V.O.Chidambaranar Port Trade Promotion Centre cum Guest House at Chennai under all labour legislation including Industrial Disputes Act, 1947, etc.

d) The Contractor shall comply with all the statutory regulations that are in force and that may become applicable in future from time to time and all other matters touching this Contract arising out there from.

ix) The Contractor shall be responsible for any claim/benefit/compensation under the provisions of Industrial Disputes Act, 1947 in respect of the manpower deployed by the Contractor at V.O.Chidambaranar Port Trade Promotion Centre cum Guest

House at Chennai. The manpower shall not claim any absorption/regularization of services in the Port. Undertaking from each individual deployed with recent photo shall be provided to this effect, to be submitted by the Contractor to the Port while providing the manpower for the purpose of the Contract. The Contractor shall be directly responsible for supervision and control of the manpower deployed at V.O.Chidambaranar Port Trade Promotion Centre cum Guest House at Chennai.

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

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

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

1. The contractor will not present any claims to the staying Port's Guests and the same will be borne by VOC Port Authority.

2. The General Administration Department or authorized staff of VOCPA will intimate the details of the Guests (i.e. Name, Room No.& proposed period of stay etc.) to the VOC Port employee posted at V.O.Chidambaranar Port Trade Promotion Centre cum Guest House at Chennai.

3. The Room boy attached to the V.O.Chidambaranar Port Trade Promotion Centre cum Guest House at Chennai will place the food order as per the requirement of the Guest. The Bill should be signed by the Port's Guest and should be countersigned by Supervisor on that day itself. If not possible on same day, it should be submitted to General Administration Department of VOCPA on very next working day.

4. On completion of the approval process, the bill may be sent to the Finance Department, VOC Port Authority for payment.

5. Regarding the catering services provided in connection with the official entertainments, the arrangements have to be made even at short notice. The bills may be presented to General Administration Department of VOCPA for processing and release of payment.

SECTION VIII – GENERAL CONDITIONS OF CONTRACT

1. The Contractor is the successful bidder in the subject E-Tender published by the Port for “*Management of V.O.Chidambaranar Port Trade Promotion Centre cum Guest House at Shenoy Nagar, Chennai*”. The Contractor being the successful bidder has agreed to the terms and conditions specified in the bid document for providing the Guest House service more specifically detailed in the **Scope of Work in Section VII** of the bid document. The following General terms and conditions of this Contract shall also form part of the above mentioned tender.

2. **Consideration:**

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

3. **Period of Contract:**

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

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

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

Security Deposit will be forfeited, for the loss or damages suffered by the Port due to the breach of the Contract committed by the Contractor or its employees or the manpower deployed for the performance of the Contract.

5. Malpractice or furnishing of false information:

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

6. Termination of Contract:

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

7. Discontinuance by the Contractor:

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

8. Foreclosure of the Contract by VOC Port Authority:

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

9. Conflicting relationships:

A Contractor found to have a close business or family relationship with any official of VOC Port who is directly or indirectly related to tender or execution

process of contract and who has held/is holding any post in the Port may not be awarded a contract, unless such conflicting relationship has been resolved in a manner acceptable to the Port throughout the tendering / contract execution process.

10. Change in Constitution:

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

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

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

12. Liquidated damages (LD):

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

13. Confidentiality:

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

14. Force Majeure

- i. The term “*force majeure*” as employed herein shall mean including but not limited to, acts of God, war, revolt, riot, fire, flood and acts and regulations of the Government of India or any of its authorized agencies. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts.
- ii. Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party immediately in writing of the alleged beginning and ending thereof giving full particulars and satisfactory proof and it cannot be claimed ex-post facto. The clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the Force Majeure.
- iii. The time for performance or relative obligations suspended by the force majeure shall be extended by the period for which the cause lasts or condoned by the Port without any penalty. If the work is suspended by force majeure conditions lasting for more than 1(one) month, the Port shall have the option of cancelling the Contract in whole or in part thereof at its own discretion. Any situation of force majeure shall not be payable by the Port under any circumstances. For the period of force majeure, no amount shall be payable to the Contractor.

15. Damage to Property:

The Contractor shall be responsible for making good to the satisfaction of the Port, any loss or damage to any structures and properties within the V.O.Chidambaranar Port Trade Promotion Centre Cum Guest House at Chennai. If such loss or damage is due to fault and/or the negligence or willful acts or omission of the Contractor, his employees, agents, representatives and/or manpower deployed by the Contractor, the contractor shall make good the loss as assessed by the VOC Port.

16. Indemnification:

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

17. Changes in terms of a concluded Contract:

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

18. Accident or injury to workmen:

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

19. Dispute Resolution:

19.1 Normally, there should not be any scope for dispute between the VOCPA and Contractor after entering into a mutually agreed valid contract. When dispute/ difference / disagreement / claims of any kind arise, both the VOCPA and contractor should first try to resolve it amicably by mutual consultation failing which it shall be referred to Conciliation & Settlement Committee (CSC) established by the Employer.

19.2 Amicable Settlement:

If a dispute of any kind, whatsoever, arises between the VOCPA and contractor in connection with or arising out of the contract or the execution of the works, whether during the execution of the works or after their completion and whether before or after the repudiation or termination of the contract, including any difference, question or disagreement by either party with any action, in action, opinion, instruction, determination, certificate or valuation of the Engineer; the matter in dispute shall,

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

- a. Refer to the Secretary, V.O.Chidambaranar Port Authority, Tuticorin.
- b. In case the dispute is not resolved, the same shall be referred to the committee headed by Deputy Chairman and other members to be nominated by Chairman, VOCPA.
- c. If the dispute remains unresolved, the same shall be referred to the Chairman, VOCPA, whose decision, in this regard, is final and binding on both the parties to the contract.

19.3 **Conciliation:**

In case any dispute is not resolved amicably as provided in Clause 19.1, the Contractor may agree to refer the matter to Conciliation & Settlement Committee established by the Employer. The procedure for reconciliation and settlement shall be followed as per the guidelines issued by the Ministry of Ports, Shipping and Waterways (Conciliation and Settlement Guidelines).

19.4 **Arbitration:**

If an amicable settlement is not forthcoming, the Dispute shall be referred to Arbitration as under The Indian Arbitration and Conciliation Act of 1996.

20. **Doubt and clarifications:**

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

21. **Notice:**

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

22. **Manpower Labour Dispute:**

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

23. **Joint Venture:**

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

24. Sub-contracting:

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

25. Qualified Manpower:

- i. All services shall be performed by persons qualified and able in performing such services as per the **Scope of Work; Statutory Compliance and Contractual Obligations** specified in **Section VII** of the bid document.
- ii. The Contractor shall select the manpower after clearly understanding the scope of work, schedules, activities, specifications and requirements specified by the Port in the tender or subsequent thereon.

26. Payments for Manpower Deployed by the Contractor:

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

- i. The Wages quoted for the manpower deployed by the contractor will be reimbursed by the Port.
- ii. Contribution to Employees State Insurance (Employer's share).
- iii. Contribution to Employees Provident Fund (Employer's share).
- iv. Bonus actually paid, as per entitlement.

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

27. Payment of Profit:

The Contractor shall be paid the profit on monthly basis as specified in the Work Order issued by the VOC Port.

28. Payment of maintenance charges:

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

29. Applicable Law and Jurisdiction:

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

SECTION IX – SPECIAL CONDITIONS OF CONTRACT

1. Employment conditions:

- i) The Contractor has to provide list of manpower with copy of documents in support of qualification, experience, age as prescribed for respective category in **Section VII –Scope of Work** before deploying of manpower:
 - a) List of manpower shortlisted by Contractor for providing in the V.O.Chidambaranar Port Trade Promotion Centre Cum Guest House at Chennai containing bio-data with full details i.e. Date of birth, educational qualification experience along with copy of certificates, marital status, address and identification proof, medical fitness certificate.
 - b) Any other document considered relevant.
- ii) The Contractor shall ensure to get the C&A verification by police for all the manpower provided by him and the contractor should ensure that the manpower deployed should bear good moral character. The Contractor should make adequate enquiries about the character and antecedents of the persons whom they are provided. The contractor should submit the valid Identity proof such as Aadhar card, PAN card / Voters ID etc., of the manpower deployed by him. The Contractor will also ensure that the personnel provided are medically fit and will keep in record a certificate of their medical fitness. The Contractor shall withdraw the manpower deployed immediately, who are all found medically unfit during the contract period.
- iii.) The attendance details for manpower deployed shall be maintained by the Contractor himself at the duty spot through the bio-metric attendance device to be provided by Port for the purpose and the details of the same should be furnished along with the monthly bill to the Port, along with proof of bank statement of the provided manpower for having disbursed the wages the 1st month and for the subsequent month.
- iv.) The personnel provided under the Contract should have good communication skill in English/Tamil/Hindi and ensure discipline, integrity and enhance the image of this Port. The Contractor shall be responsible for any act of indiscipline on the part of persons provided by him.
- v.) The Contractor shall ensure that persons to be provided are not alcoholic/ drug addict and shall not indulge in any activity prejudicial to the interests of the Port. The Contractor shall ensure proper conduct of the manpower deployed in office premises, and enforce prohibition of consumption of alcoholic drinks/ paan/ smoking/ unnecessary lingering without work and shall comply with Port rules and regulations including the requirement of IMS-ISO 9001:2015 and EMS 14001: 2015 & ISO 45001:2018 or other version if any for which the Port has been certified.

- vi.) The Contractor upon receipt of written notice from the Port, at any time during the currency of contract shall replace the manpower deployed by him, without requesting any reasons for such replacement, who is found to be incompetent to handle the assigned work or for any other reasons including but not limited to security risk, conflict of interest or breach of confidentiality or misconduct like insubordination, indiscipline, disobedience, fraudulent, negligence, etc.
- vii) The manpower deployed by the contractor shall not claim any Master and Servant relationship or employer and employee relationship against VOC Port.
- viii) The Contractor shall be solely responsible for redressing the grievances, requests and other issues of the provided manpower and the Port shall not be made responsible for settlement of such issues.
- ix) The Contractor shall be responsible for the medical and other related claims of the provided manpower and no such claim shall be made to the Port.
- x) If any manpower deployed by the Contractor is absent beyond 5 days consecutively or absent for total of 18 days in a six-month period without genuine reason shall be replaced by another person by the contractor as per the terms and conditions of the agreement. The Contractor shall not re-engage on his payroll such manpower in the Port, who is habitual absent to the work as mentioned above.
- xi) If any manpower deployed by the Contractor is absent beyond 5 days on maternity leave/accident, etc under ESI scheme it is the responsibility of the contractor to provide suitable substitute.
- xii) All personnel employed by the contractor should wear proper Identity Cards and clean uniforms including shoes. **The contractor shall provide 3 sets of uniform and 1 set of quality bata shoes once in a year to the employees and same will be reimbursed by the Port Management.**
- xiii) The contractor shall have adequate back-up service and staff to deploy if indented by the Secretary, VOCPA or his authorized officer by him for contingent services during the visits of VIPs, VVIPs or Official parties or any events.
- xv) The Contractor shall be responsible for having a Third party Insurance policy to protect and cover all types of accidents and injuries to his staff while working in the premises of V.O.Chidambaranar Port Trade Promotion Centre Cum Guest House at Chennai. The Port shall not be held liable for any accident and injuries to the staff of the Contractor in the premises of the V.O.Chidambaranar Port Trade Promotion Centre Cum Guest House at Chennai.
- xvi) Frequent changes of staff should be avoided. The change of Supervisor or Chef should be done only after getting the concurrence of the Secretary or the officer concerned of VOC Port.

2. Working Hours:

- i. The working hours for the manpower deployed by the Contractor will be 8 hours with half-an hour lunch break and wherever required staggered duty/shift duty/night duty for 8 hours shift will be adopted. The service of the manpower deployed by the Contractor should be prepared to work in shifts as may be required.
- ii. The Contractor must ensure proper attendance and proper weekly-off of the manpower deployed. The Contractor shall be fully responsible for providing weekly-off to the manpower deployed. If the contractor deploys the same manpower on consecutive shifts or without weekly off, it will be the responsibility of the Contractor to pay extra wages, if any.
- iii. The manpower deployed shall report on time and if late an allowance of 10 minutes will only be allowed upto three occasions in a month, failing which, for every two days of late coming, half a day's wages will be deducted.
- iv. Improper usage of mobile phone by the manpower deployed during working hours is strictly prohibited and if found using, appropriated action, as deemed fit, shall be taken by the Secretary, VOCPA.

3. Payment details:

- i. The Contractor shall disburse the monthly wages to the manpower deployed by him at the Port on or before 7th of every succeeding month which in any case shall not be less than the minimum wages prescribed by the Central or State Government time to time, whichever is higher for the respective category. The wage should be paid by the Contractor only through bank Account to the manpower deployed by him.
- ii. The pay slips shall be issued to the manpower deployed by the Contractor for every month one day before the date of payment.
- iii. If the Contractor fails to pay wages to the provided manpower within the stipulated date, the Port shall serve a notice to the Contractor for disbursement of wages. Even after issuing notice to the Contractor, if he fails to provide the proof of having paid the wages due and/or reply to the notice, within 3 working days from the date of issue of notice, the Port shall make the payment to the manpower deployed by the contractor and deduct the said amount from the performance security / security deposit/ any other payment to be made to the Contractor. Under such circumstances the Port will not pay any service charges to the Contractor for the respective period.
- iv. In the event of such default of payment of wages by the Contractor, a penalty of 15% of the said wages shall be levied and deducted by the Port from the Performance Security / Security deposit/ any other payment to be made to the Contractor. In case of continued default, the Contract will be terminated by the Port.
- v. The Contractor will submit the bill in triplicate on or before 10th day of succeeding month for reimbursement in the **Model Tax invoice pro-forma** given in Management of V.O.Chidambaranar Port Trade Promotion Centre Cum Guest House at Shenoy Nagar, Chennai

Annexure-E with reference to rates quoted in the tender. The reimbursement will be made on pro-rata basis after necessary deduction, if any, in terms of absent of the manpower. In case of payment of revised wages and other statutory requirements thereon, the Contractor shall submit a separate bill for reimbursement with supporting documents such as revision and payment disbursed to the manpower. The normal time to make payment by this Port to the contractor is 10 working days from the date of receipt of bill in full shape with supporting documents including the documents of statutory payments. The payment will be released to the Contractor by the Port through E-payment to the bank account details furnished by the Contractor in the bid document.

- vi.) The Contractor should submit the bill every month or any supplementary bills along with the list of details / documents provided in the **Annexure D – Checklist for submission of bills** in the bid document. Otherwise, the bill will not be considered for making payment.
- vii.) No claim for the payment from the Contractor shall be entertained after the lapse of three years of arising of the claim.
- viii) Payment to the Contractor would be strictly based on the certification of attendance furnished by the concerned Office where the manpower is provided.
- ix) The Contractor shall be accessible through E-mail/Fax/Special Messenger/Phone from the Port, which shall be acknowledged and responded immediately on receipt, on the same day, by the Contractor.

4. Other conditions:

- i.) The Port retains the right to place orders for an additional manpower up to a specified percentage of the originally contracted quantity at the same rate and terms of the contract, during the currency of the contract.
- ii.) The Contractor shall agree to provide such additional manpower in the requested category, on the request by the Port, within seven (7) days from the date of intimation by the Port, with same terms and conditions.
- iii.) The Port reserves the right to reduce the number of persons if required by giving 1 (one) month notice to the Contractor, without assigning any reasons.
- iv.) On the expiry of the contract period, the Contractor shall withdraw the manpower deployed by him at the Port and shall clear the accounts by paying all their legal dues. In case of any dispute arises on account of the termination of employment of the manpower deployed by the Contractor, it shall be the entire responsibility of the contractor to pay and settle the disputes.

5. Adoption:

- i. The Contract shall be governed by the provisions or amendments or clarifications of Major Ports Authorities Act, 2021, Indian Ports Act, 1908, Manual for Procurement of Consultancy & Other Services 2017, etc., and any other relevant Acts and directives issued by the Government of India from time to time. It shall be binding upon the Contractor to comply with all such acts, rules, regulations and directives issued by the Government of India and/or others communicated by the Port from time to time.
- ii. In case any of the provisions with this Contract is repugnant to the Manual for Procurement of Consultancy & Other Services 2017, the bid document shall prevail over the later.

6. PENALTY

- i. When the manpower deployed proceeds on leave or absents himself / herself, it will be the prime responsibility of the contractor to provide a suitable substitute. If the Contractor does not make alternate arrangement a penalty, at double the rate of wages, shall be deducted per day per person absent from the Contractor's bill, for such absence.
- ii. If any short coming / noncompliance on the service of the contractor is identified by Secretary or authorized representatives found not in conformity with the terms and conditions of the contract is liable for penalty of an amount of Rs. 1000/- for the first instance. If it is continued thereafter an amount of Rs. 2000/- per day will be charged against the contractors running bill.

The penalty would be leviable for the following reasons: -

- A. Failure to maintain the quality/quantity of food and rates.
- B. Failure to maintain minimum manpower requirement and minimum Cutlery and Crockery stock requirements.
- C. Misuse of dining hall & Kitchen area for any other unauthorized purpose.
- D. Using of poor quality of ingredients not conforming to or being below the standards prescribed AND/OR, if found so by visual inspection or by taste or by any other means of checking/testing by any authorized official appointed by the Secretary, VOCPA or his authorized officer for this purpose.
- E. Poor service as noticed or reported by any Guest or by any official deputed and authorized by the Secretary, VOCPA or his authorized officer for this purpose.
- F. Complaints from the guests, if any, on any deficiency of service by the contractor.
- G. Unhygienic conditions, if any, either in the kitchen, dining service areas room service to the guests, maintenance of rooms.

H. Any incident of contamination of food by insects (dead or alive) or any other ingredient not fit for human consumption.

I. Any other reason resulting in breach of any of the terms and conditions of the contract or for any situation leading to deficiency in service/quality etc., detrimental to the efficient functioning of the V.O.Chidambaranar Port Trade Promotion Centre Cum Guest House at Chennai as and when observed by the Secretary, VOCPA or his authorized officer or by any official authorized by him and in such cases, the decision of Secretary, VOCPA or his authorized officer for this purpose is final.

SECTION X – ANNEXURES AND FORMS

ANNEXURE A

QUALIFICATION AND RESPONSIVENESS INFORMATION: LIST OF DOCUMENTS TO BE ENCLOSED

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

PART I (COVER I) – TECHNO-COMMERCIAL BID

Sl.No	Qualification Documents to be uploaded	Uploaded Page Ref No.
	Notice Inviting Tender (NIT)	
2.	Scanned copy of UTR Number for payment of EMD	
	Form I – Bidder's Bid cover letter	
	Form II – Financial capability[as per Section IV(C)] Copies of the Income tax return, Profit & Loss statement and Balance sheet duly certified by the Chartered Accountant	
	Form III – Past Experience [as per Section IV(B)] Copies of Work order and completion certificate issued by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalised Banks / Public Limited or Private Limited Companies, etc., as provided in Section IV	
	Form III A – Experience / Completion / Performance certificate	
	Form III B – Details of TDS certificate (if applicable)	
	Form IV – Declaration of Authorised Representative of the	

	bid [as per Para No.10 of Section III]	
	Form V – Declaration of litigation and Blacklisting [as per Section V (1) (viii)]	
	Form VI – Certificate of acceptance in the Tender Conditions [as per Para No. 4(iv) of Section III]	
	Form VII – Declaration & Undertaking by the bidder who is claiming exemption from payment of EMD based on any Central/State Government Certification. (if applicable) (as per Para No.14(v) of Section III]	
	Form VIII – Declaration by the Bidder [as per Para No. (11) of Section III]	
	Form IX – Bank Mandate Form (Bank account details of the bidder)	
	Copies of original registration certificate documents incorporating the legal entity and defining the constitution or legal status, place of registration and principal place of business	
	Copy of GST registration certificate	
	Copy of PAN Card	
	Copies of	
	• EPF registration certificate,	
	• ESI registration certificate,	
	3. Copy of labour license issued for past executed work /services in supply of manpower by the Labour Department for the contract under Contract Labour (Regulation and Abolition) Act, 1970.	
	A. Copy of work order/agreement /completion certificate for providing catering services. B. Tax receipt to obtained from local body/Govt. authorities C. Self-attested copy of work Order / Agreement / Completion Certificate D. Self-Attested Copies of Degree / Diploma Certificate	

	and Experience Certificate	
19.	Total number of the pages uploaded by the bidder (mention the page no. starting from to end)	
	• Starting page no.	
	• Ending page no.	
	• Total number of pages	
20.	Transaction details of remittance of Earnest Money Deposit (EMD)	

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

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

Place:

Date:

Signature and seal of the
Authorized Representative of Bidder

BIDDER'S BID COVER LETTER

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

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

To

The,

Head of the Department,

..... Department,

V. O.Chidambaranar Port Authority,

Tuticorin – 628 004,

Sir,

1. We hereby apply to be qualified for the tender invited by the V.O.Chidambaranar Port Authority, Tuticorin as a bidder for the work of tender for **Management of V.O.Chidambaranar Port Trade Promotion Centre Cum Guest House at Shenoy Nagar, Chennai.**

2. We hereby give our consent to the Port or its authorized Representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this, we hereby authorize (any Public Official, Engineer, Bank, Depository, Manufacturer, Distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by the Port to verify statements and information provided in this application or regarding our competence and standing.

3. We the undersigned have read and examined in detail the bid document in respect of providing manpower services and do hereby express our interest to provide such services.

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

5. The names and positions of persons who may be contacted for further information, if required, are as follows

a) For Technical: Shri/Smt (Name, position, Address, contact number and email id)

b) For Financial: Shri/Smt (Name, position, Address, contact number and email id)

c) For Personnel: Shri/Smt (Name, position, Address, contact number and email id)

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

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

Thanking you,

Respectfully,

Place:

Date:

Signature and seal of the
Authorized Representative of Bidder

FINANCIAL CAPABILITY

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

Sl.No.	Financial year	Total Turnover	Uploaded page no. reference
01	Year 20..... -	Rs.....	
02	Year 20..... -	Rs.....	
03	Year 20..... -	Rs.....	

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

Yours faithfully,

(Signature of Authorized Person)

Place:

Name

Date:

Designation

Business Address:.....

.....

Seal

PAST EXPERIENCE

The Bidders experience in similar work carried out each in any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalised Banks / Public Limited or Private Limited Companies, etc., for evaluating the Eligibility Criteria for pre-qualification to be provided using the format as below in compliance with **Section IV** of the Bid document as on.....(date)

Details of Similar Past Experience

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

Note:

1. The copies of the documents containing above information like work order and completion certificate in the format attached Form III (A) have to be uploaded duly self-attested.

2. In case of experience other than Central / State Government / Autonomous bodies / PSEs/PSUs/ Nationalised Banks / Public Limited Companies, the bidder has to submit TDS certificate for the past experience to be uploaded, as provided in form III (B), only then the experience will be considered.

Yours faithfully,

(Signature of Authorized Person)

Place: Name

Date: Designation

Business Address:

.....

Seal

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

EXPERIENCE / COMPLETION / PERFORMANCE CERTIFICATE

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

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

1. Name of the work :
2. Work order number/ agreement number and date :
3. Date of commencement of execution of Contract :
4. Date of completion of Contract :
5. Date of extension, if any :
6. Value of the Work :
7. Scope of Work:
8. Executed value :
9. Period of contract :
10. Performance of the Contractor : Satisfactory/ Not Satisfactory
11. Whether any penalty is imposed:
12. Actual payment made:

(Signature)

Place: Name

Date: Designation

Organisation with Address.....

.....

Seal

Note :

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

DETAILS OF TDS CERTIFICATE

In case of experience in organisation other than Central / State Government / Autonomous bodies / PSEs/PSUs/ Nationalised Banks / Public Limited Companies, the bidder has to provide the details of the TDS certificate in the form provided below and shall submit TDS certificate for the past experience to be uploaded, only then the experience will be considered.

Sl. No	Name of work	Value of work executed (in Rs.)	Work order reference No.	TDS Certificate		Name and address of the Client	Uploaded page no. reference
				No.	Amount		
1							

Yours faithfully,

(Signature of Authorized Person)

Place: Name

Date: Designation

Business Address:

.....

Seal

DECLARATION OF AUTHORISED REPRESENTATIVE

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

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

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

Signature of the person competent to sign

Name:.....

Description:.....

Name of the Business Entity:.....

Acceptance as an Authorized Signatory

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

Signature of Authorised Signatory

Name:.....

Description:.....

Place:.....

Date:.....

Note:

1. For the purpose of this tender and the Agreement, the tender, forms, Agreement and other documents shall be signed only by the persons, who are themselves in a position to undertake the work and possessing all other resources required for the purpose. The tender shall contain the name, residence and place of business of the person or persons submitting the tender and shall be signed by the Bidder with his usual authorized representatives followed by the name and Description of the person signing the document along with a copy of the partnership deed. A copy of the constitution of the firm with the names and addresses of all the partners shall be furnished.
2. Tender by a corporation shall be signed in the name of the corporation by a duly authorized representative, and a power of attorney in that behalf shall accompany the tender. In the case of company, a copy of the Memorandum and Articles of Association shall be furnished.
3. Tenders may be submitted by agents on behalf of their principals, but in such cases the Board reserves the right to enter into contract with the principals, Director, with the principals and agents jointly as deemed appropriate.

DECLARATION ON MAJOR LITIGATION AND BLACK LISTING

Declaration to be issued on the official letter head stating the following that

WE DECLARE THAT:

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

1.-----

2.-----

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

Yours faithfully,

(Signature of Authorized Person)

Place: Name

Date: Description

Business Address:

.....

Seal

Witness with signature

1. Name & Address

2) Name & Address

.....

.....

.....

.....

.....

.....

CERTIFICATE OF ACCEPTANCE

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

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

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

Yours faithfully,

(Signature of Authorized Person)

Place: Name

Date: Description

Business Address:

.....

Seal

Witness with signature

1. Name & Address

2. Name & Address

.....

.....

.....

.....

.....

.....

(To be in the Company letter head)

Date:.....

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

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

Note:

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

Declaration:

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

Authorized Signatory

(With Company Seal & Signature)

DECLARATION BY THE BIDDER

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

To

The Head of the Department.

I/We M/s.....represented by its Proprietor / Managing Partner / Managing Director having its Registered Office at and do declare that I/We have carefully read all the conditions of tender with NIT No....., dated, **“Management of V.O.Chidambaranar Port Trade Promotion Centre Cum Guest House at Shenoy Nagar, Chennai”**(Name Of The Department) Department At V.O.Chidambaranar Port Authority for two years which is extendable further two year with same terms and conditions with mutual understanding, if needed and accepts all conditions of the tender including amendments/corrigendum subsequently issued by the tender inviting authority, if any. Further I/we confirm our eligibility for this tender and quoted as per the tender condition and Governing laws of India, in case of typographical error found in submitted documents/affidavits/declarations, in this case we accept all the Terms and conditions of bid documents and hereby confirm as under.

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

Witness's

Signature: _____

Name: _____

Address: _____

Tel. No: _____

Mobile no.: _____

Date: _____

Bidder's

Signature: _____

Name: _____

Address: _____

Tel.No: _____

MobileNo: _____

Date: _____

BANK MANDATE FORM

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

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

Name & Seal of the
Bank with Date

List of Utensils provided by the Port

Sl.No.	Description	Nos.
1.	Idli Oven – Idli Plates 80 Pits	1
2.	Scoop / Ladle	1
3.	Iron Frying Tava (2 Feet Diameter)	1
4.	Strainer (For Vada)	1
5.	Vadai Picker	1
6.	Poori Roller	2
7.	Aluminium vessel – Big size (8 Kg)	2
8.	Aluminium vessel – Small size (5 Kg) with Lid	4
9.	Big Aluminium vessel with Lid (Biriyan) (15 Kg)	1
10.	Silver Bucket	10
11.	Water Kettle	1
12.	Scoop/Ladle	10
13.	Knives to cut vegetables	4
14.	Bigger Burner stove	1
15.	Chappathitava (L 3 ^{1/2} x B 2 ^{1/2})	1
16.	Coffee Can (5 litre)	2
17.	Tea Skimmer	2
18.	5 Kilo Milk Vessel (Aluminium)	3
19.	3 Kilo Milk Vessel (Aluminium)	1
20.	One litre measurement cup	2
21.	300 Ml. measurement cup	1
22.	Filter/Skimmer	1
23.	Aluminium Topes 8 kg	1
24.	Tea pouch	1

25.	Aluminium Milk 1 litres topes	1
26.	ES Strainer	1
27.	Idly Pot with Idli Plates 80 Pits	1
28.	Stainless Steel Spoon	2
29.	Small Vada Kambi	1
30.	Wood Stool (Wood Table)	1
31.	Stainless Steel Bucket	1
32.	Alu Kettle	1
33.	Kai Knife	1
34.	Tea Urn	1
35.	Big Burner Stove (4 Burners)	2
36.	Iron Kadai Big	1
37.	Iron Mesh Karandi	1
38.	Aluminium Tops 4 Kg.	1
39.	Aluminium Tops 15 Kg	1
40.	Aluminium Tops 5 Kg	1
41.	Iron Tawa	1
42.	Aluminium Milk 5 litre Topes	1
43.	Aluminium Milk 3 Litres Topes	1
44.	ES Cup	1
45.	Wet Grinder Big Size Heavy Duty	1
46.	Preethi Chef Pro Mixier 750 watts	1

INDEMNITY BOND

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

This deed of Indemnity is made on this

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

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

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

Now this deed witnesseth as follows:

As per the **clause 6 of Section-VI** (Instruction to successful bidder) agreement referred above.

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

(b) This indemnity bond shall remain in full force till completion of the contract period and full handing over of the Port property in working condition to the V.O.Chidambaranar Port Authority as per the **clause 6 of Section-VI** (Instruction to successful bidder)

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

IN WITNESSETH THEREOF the indemnifier signs this deed on the _____ at Tuticorin.

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

CONTRACT AGREEMENT FORM

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

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

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

And

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

WHEREAS the Board of V.O.Chidambaranar Port Authority, Tuticorin is desirous of the work comprising “***Management of V.O.Chidambaranar Port Trade Promotion Centre Cum Guest House at Shenoy Nagar, Chennai.***”

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

WHEREAS the Contractor has furnished a sum of Rs...../- (Rupees only) as Earnest Money Deposit (EMD) at the time of tendering, which will be adjusted against Security deposit as stipulated in **Para No.5** of the **Section VI** of the bid document and the Security deposit will be collected by deductions from the monthly running bills, at the rates mentioned therein for the due fulfilment of all the conditions of the Contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this agreement words and the expressions shall have the same meanings as are respectively assigned to them in the conditions of the contract hereinafter referred to.

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

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

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

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

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

The common seal of the Members of V.O.Chidambaranar Port Authority was here into affixed and

The thereof, has set his

Hand in the presence of V.O. Chidambaranar Port Authority

Signed and sealed by

The Contractor in the presence of

Witness with signature

1. Name & Address

.....

.....

.....

2) Name & Address

.....

.....

.....

FORM OF BANK GUARANTEE
(For Performance Security)

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

2. We,..... (hereinafter referred to as the Bank) at the request of the Contractor(s) do hereby undertake to pay to the Port an amount not exceeding Rs...../(Rupees..... only) against any loss or damage caused to or suffered or would be caused to or suffered by the Port by reason of any breach or non-performance by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.
3. We, the Banker of the Contractor do hereby undertake to pay the amounts due payable under this Guarantee without any demur, merely on a demand from the Port stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Port by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However our liability under this Guarantee shall be restricted to an amount not exceeding Rs...../-.
4. We undertake to pay to the Port any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings before any Court of Tribunal relating thereto our liability under this present being absolute and unequivocal.
5. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

6. This Bank Guarantee shall be valid upto..... ("Period"). We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the Period and that it would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Port under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Port certified that the terms and condition of the said Agreement have been fully and properly carried out by the said Contractor's and accordingly discharges this Bank Guarantee. Unless a demand or claim under this Guarantee is made on us in writing within three months from the date of expiry of the validity of the Bank Guarantee period we shall be discharged from all liability under this Guarantee thereafter provided further that the Bank shall at the request of the Port but at the cost of Contractor(s) renew or extend this Guarantee for such further period or periods as the Port may require.
7. We, the Bank further agree the Port, that the Port shall have the fullest liberty without consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Port against the said Contractor(s) or for any forbearance, act or omission on the part of the Port or any indulgence by the Port to the said Contractor(s) or by any such matter or thing whatsoever which under the Law relating to sureties would but for this provision, have effect of so relieving us.
8. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
9. We, the Bank hereby undertake not to revoke this Guarantee during its currency except with the previous consent of the Port in writing.

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

CHECK LIST FOR BILL SUBMISSION

The Contractor shall utilize this checklist to verify the list of documents to be submitted along with the bills and any supplementary bills for payment. Any bill that contains the necessary documents and / or not in compliance with the mentioned below list applicable for the respective case, the bill will not be considered for making payments.

Check list for submission of bills					
Page No. & Clause Nos.	Contractor Name & PAN				
4	NIT No.				
	Work order No & Date				
	Contract				
	Contract valid upto				
	Contract Bill No/date period. Inward Document No. & Date No. of Manpower to be provided & actually provided				
	Details	Compliance by Contractor	Verified & certified by concerned Dept	Verified by Finance Dept	Remarks
12/14	EMD - To be refunded/ Adjusted/ Exempted				
18/1(iii)	PAN Copy	Yes			
18/1(iii)	GST copy	Yes			
18/1(iii)	EPF license Copy of contractor				
18/1(iii)	ESI license Copy of contractor				
NA	Pvt security Agency certificate				

18/1(vi))	Authorized representative				
21/2	Performance Security, BG Copy Amount & valid upto				
22/5	Security Deposit to be recovered	Yes			
23/1 45/1	<p>List of Manpower deployed with Name, Date of birth, details of educational qualification, experience, category, Community status, Marital Status, age etc., enclosed address identification proof, Medical fitness, Photo ID, Scoring sheet in screening test, if any conducted by Contractor.</p> <p>* Details as per clause of section IX should be provided during the first month of the said manpower deployment and in the 1st month of additional deployment if any.</p>				
33/II	All statutory provisions complied				
33/(i)	Income Tax to be deducted/ lower deduction. If lower deduction certificate copy enclosed and valid upto				
33/(ii)	Invoice submitted by Contractor as per GST compliance				
33/(iii)	ESI/EPF card copies of manpower deployed & proof of remittance made				
34/(iii)(d)	Month for which ESI/EPF proof submitted				

34/(iv)	Payment of Bonus, if any, proof of Bank account enclosed				
34/(v)	Contract labour license enclosed				
34/(vi)	Insurance taken and valid upto, no. of lives				
34/(vi)	Safety Shoes & gloves etc provided wherever required				
35/(viii)	Undertaking from each manpower with photo provided in the first month of such manpower deployed & each time when new manpower is deployed				
39/12	LD if any recoverable				
40/14	Any penalty/condonation for force majeure clause & its proof & approval				
40/15	Any recovery to be made for damages				
46/(xii)	ID cards issued & worn, uniform, if applicable, were worn				
41/19	No dispute declaration				
43/ 26	wages paid & ESI/EPF remitted without any delay				
45/ 1 (ii)	C&A verification by Police for manpower deployed, each time to be submitted new person is deployed				
45/1 (iii)	Bio-metric attendance enclosed duly certified by the Authorised officer of the Port and bank statement copy for (i.e Jhan Dhan Aadhar Yojana account copy statement)				

46/1 (vi)	Any notice issued by Port to the contractor if so, No. & Date				
46/1(x)	Any manpower deployed has taken more than 5 days leave consecutively or for a total of 18 days in a month & Port permitted, if so reference letter No. & Date				
46/1(xi)	For clause Section IX, clause whether suitable substitute provided if so details thereof				
	Any quarters provided if so details of Demand No. for rent, water & electricity & its payment remitted				
47/2(iii)	Any recovery for late attendance if so details				
49/6 (i)	Any penalty to be recovered for non supply of manpower				
47/3(i)	payment disbursed before 7th of every succeeding months				
47/3 (ii)	Pay slips to all manpower deployed issued for every month one day before the date of payment				
47/3 (iii)	Any notice received from Port to pay wages with stipulated time				
47/3(iv)	Any penalty for non-compliance of Section IX clause-6				
47/3 (v)	Bill in triplicate before 10th, as per model proforma & duly incorporating all deduction due submitted				
47/3(vii)	Certificate of attendance				

i)	enclosed				
48/4(ii)	(i) Any additional manpower request received & reference No. Date (ii) Whether such additional manpower provided within 7 days				
	A certificate from the contractor and concerned department that all Terms & Conditions of contract has been complied with				

Note:

Checklist is only indicative but not exhaustive & Contractor/ concerned department may include any other document which they may deem necessary

ANNEXURE-E**Tax Invoice No:****Invoice Date:**

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

1. Taxable Service

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

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

2. Non-Taxable service

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

Note Service is covered under Reverse Charge Mechanism (RCM)

☐ Yes

☐ No

Rupees (in words) :

Bank Account No. :

IFSC Code :

Authorised Signatory
(Signature of the Service Provider)

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

MANPOWER SCHEDULE

#	Description	No. of Person	Qualification	Maximum Age during contract period	Minimum Experience in relevant field (in yrs)
1	Supervisor (Male)	3	Any degree with good communication skill in English/Tamil Two years' experience as supervisor in a Guest House / Catering / Hotel / Government Canteen (or) 12 th Std pass with Five years experience as supervisor in a Guest House / Catering / Hotel / Government Canteen.	60	Two
2	Cook	2	Cooking experience in South India, North Indian and Continental food	60	Two
3	Assistant Cook	3	Cooking experience in South and North Indian food.	60	One
4	Bearer	8	8 th Std. Pass	60	One
5	Safaiwala	5	Housekeeping	60	One
6	Dish Washer	2	Dish washing	60	One

The personnel provided under the Contract should have good communication skill in English/Tamil.

Details of Minimum Cutlery and Crockery Requirement

Sl.No.	Items	Minimum quantity
1	Flask (Tea, Coffee, Milk) Branded.	4 Nos.
2	Cup & saucer	4 Dozen
3	Water Glass	4 Dozen
4	Juice Glass	4 Dozen
5	Soup Bowl set	4 Dozen
6	Full Plate	5 Dozen
7	Quarter Plate	5 Dozen
8	Table Spoon (S S)	5 Dozen
9	Tea Spoon (S S)	4 Dozen
10	Fork (S S)	5 Dozen
11	Knife Spoon(s s)	4 Dozen
12	Service Spoon (S S)	50 Nos
13	Dish Service Bowl (Dal,Mix Veg. etc.) (S S)	50 Nos
14	Finger Bowl	20 Nos
15	Service Tray	5 Nos
16	Water Jug (Glass)	10 Nos
17	Salt & Pepper Table Set	10 Nos
18	Tissue Paper Stand (S S)	1 Dozen
19	Kattories(S S) 100 ml	100 Nos
20	Dining Table Mat (water Proof)	30 Nos
21	Toung for service (S S)	5 Nos

Note

1. Metallic Cutlery and Crockery should be made in of 304 grade 18/10 or 18/8 stainless steel for the Serial No. 8,9,10,11,12,14,15,18,19,21
2. Branded bone china, Porcelain based or branded Crockery only should be used for the Serial No.2,5,6,7,13,17

NOTICE INVITING E-TENDER FOR THE WORK” -----
TENDER ACCEPTANCE LETTER

(To be given on company Letter Head)

To

Sir,

Subject:

Tender Reference No-----

1. I/ We have downloaded/obtained the tender document(s) for the above mentioned Tender/Work from the website(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/We shall abide hereby and agree the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by V.O.Chidambaranar Port Authority for the above subject work has also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s)/ corrigendum(s) in the totality/entirety.
5. I/We 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 Authority shall without giving any notice or reason therefore, summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official seal)

Transaction details for remittance of Earnest Money Deposit (EMD)

The bidder shall provide the details of remittance of Earnest Money Deposit (EMD) as per Para No.14 of Section III of the bid document as follows

Sl.No	Unique Transaction Reference (UTR) No.	Date of transfer	Amount (in INR)	Uploaded page No. reference
1				