



**V.O.CHIDAMBARANAR PORT TRUST
FINANCE DEPARTMENT
E-TENDERING**

BID DOCUMENT FOR WORK OF

**“PROVIDING MANPOWER SERVICE ON OUTSOURCED BASIS IN
FINANCE/OTHER DEPARTMENT AT V.O.CHIDAMBARANAR PORT TRUST”**

TENDER NOTICE NO: FIN-OFFAO-EST-PROVI-VI-19/24276

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SECTION I – NOTICE INVITING TENDER (NIT)

**V.O.CHIDAMBARANAR PORT TRUST
(FINANCE DEPARTMENT)
NOTICE INVITING TENDER (NIT)
ONLY THROUGH E-TENDERING MODE**

TENDER NO. FIN-OFFAO-EST-PROVI-VI-19/24276

Electronic Tenders (Two Cover system) are invited by V.O.Chidambaranar Port Trust, Tuticorin from bidders fulfilling the Eligibility Criteria for pre-qualification as stipulated in this notice for the work of “**PROVIDING MANPOWER SERVICE ON OUTSOURCED BASIS IN FINANCE/OTHER DEPARTMENT AT V.O. CHIDAMBARANAR PORT TRUST**”.

1	Estimate Amount	Rs.1,64,01,216/-
2	Contract period	TWO YEARS (extendable up to one year)
3	Downloading of Bid document from VOCPT online e-tendering web site.	From 07.11.2019 to 27.11.2019 upto 15.00 Hrs) www.vocport.gov.in or https://etenders.gov.in/eprocure/app
4	Pre-bid meeting	On 13.11.2019 at 11.00 hrs in conference hall, Administrative Building, VOCPT, Bharathi Nagar, Tuticorin.
5	Last Date and Time for submission of Tenders through on line.	On or Before 15.00 Hrs. on 27.11.2019
6	Date and Time for opening of Part I (Cover I) (Techno-commercial bid)	At 15.30 Hrs. on 28.11.2019
7	Validity of tender	180 days from the date of opening the Part I (Cover I) – Techno-commercial bid.
8	Earnest Money Deposit (EMD)	Rs.3,28,024/- @ 2% of the Estimate amount
9	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 hardcopies 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 “Providing Multi Tasking Staff on Outsourced Basis”
- 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, Societies Registration Act, 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 of Trustees of the V.O.Chidambaranar Port Trust, Tuticorin, which is an autonomous body under the Major Port Trusts Act, 1963 and as amended from time to time.
- vii) “Competent authority” means the Chairman or any officer(s) authorized by the Chairman.
- 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 Trust 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, nondiscriminatory 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 in the V.O.Chidambaranar Port Trust appointed under the provision of the Major Port Trust Act, 1963.
- xv) “Month” means month according to Gregorian calendar.
- xvi) “Notice inviting tenders” (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) Electronic Tenders (Online) are invited following '**TWO COVER SYSTEM**' by **V.O.CHIDAMBARANAR PORT TRUST (VOCPT)** from eligible bidders for "PROVIDING MANPOWER SERVICE ON OUTSOURCED BASIS IN Finance /Other Department at V.O.Chidambaranar Port Trust". (For details refer **Annexure F of Section X – Annexures and Forms**)
- ii) The bid document containing the entire details is available at the E-Tender Portal www.vocport.gov.in or <https://etenders.gov.in/eprocure/app> for downloading during the period specified in the **NIT (Section – I)**.
- iii) The Bidders must fulfill the techno-commercial criteria for pre-qualification and other requirements stipulated in **Section IV – Techno-commercial qualification criteria for 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.
- iv) The Contract Agreement will be in force for a period of **Two years** from the date specified in the Work Order and extendable for a period upto **One year** 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. PRE-BID MEETING

A pre-bid meeting will be conducted on the date, time and place as specified in **NIT (Section – I)** at V.O.Chidambaranar Port Trust, Tuticorin. Interested bidders can participate in the pre-bid meeting or the queries can be sent to the designated e-mail id by 13.11.2019 at 11.00 Hrs. and the replies to queries will be published on the website, which shall form part of the contract agreement. Any queries received after the due date shall not be considered and no reply to such queries will be given.

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(Class II/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 service charges 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 Agreement as provided in **Annexure B** with such modifications as agreed upon. Until the formal Contract Agreement is prepared and executed, this tender document together with the written acceptance shall form a binding agreement between the Port and the Contractor.
- iv) The Bidder shall furnish a certificate of Acceptance on Technical and commercial terms and conditions in the enclosed **Certificate of acceptance – Form VII 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 VIII of Annexure A**.
- vi) The Bidder shall submit a declaration as provided in the **Form VI 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 organisations in India prior to the submission date of tender mentioned in the NIT and the same shall be uploaded along with the bid document in the E-tender portal.

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 litigation or arbitration awards against the applicant may result in disqualification.

10. **SIGNING OF THE BID DOCUMENTS:**

All pages of the bid documents and the documents submitted in support of the eligibility of the Bidder pre-qualifying in the tender (as stated in **Annexure A**) to be uploaded by the Bidder, which shall be originally signed with date and seal at the lower right hand corner and shall be serially numbered, wherever required by the Bidder himself or a person holding power of attorney duly authorised and competent to do so on behalf of the Bidder, as furnished in **Form V 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 IX 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 Annexures 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 Part II bid documents are required to be submitted only through the above mentioned electronic mode and tender submitted through any other mode will be summarily rejected and no correspondence on such matter will be entertained for the reasons whatsoever.

13. **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):**

In order to be considered for the bid, the Bidder shall make payment of EMD of Rs.3,28,024/- (Rupees Three Lakhs twenty eight and twenty four only) through RTGS/NEFT to the account whose details are provided as below:

A	Name and address of the bank	Indian Overseas Bank, Harbour Branch, Tuticorin-628004.
B	Name of the branch	Harbour Branch
C	IFSC code	IOBA0000143
D	Account Number	014301000000001
E	Type of Account	Savings Account
F	Beneficiary's Name	FA & CAO, V.O.Chidambaranar Port Trust, Tuticorin

- i) While submitting their bid, the bidder shall upload the scanned Unique Transaction Reference (UTR) number details or any other electronic transaction details in the **Form II of Annexure A** towards the successful remittance of the Earnest Money Deposit (EMD). The Earnest Money Deposit (EMD) remitted in any other form will not be considered and such tenders will be summarily rejected.
- ii) The Earnest Money Deposit (EMD) furnished by all unsuccessful bidders will be returned through an e-payment system, after the expiry of the final tender validity period but not later than 30 (thirty) days after award of Contract or signing of the Contract Agreement, whichever is earlier. The Earnest Money Deposit (EMD) of the successful bidder shall be adjusted against Security Deposit as per para 7 of Section VI.
- iii) The EMD will be forfeited, if the bidder withdraws or modifies an offer within the validity period of the bid, after the deadline for submission of such documents.
- iv) If the successful bidder fails to remit the Performance Security after the issue of letter of intent within the specified or extended time, the EMD shall be forfeited and the bidder shall be debarred/ black listed for a period of three years.
- v) No interest shall accrue or is payable on the EMD from the date of its remittance till it is returned to the bidders.
- vi) 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 VIII of Annexure A**.

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.

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 OF SERVICE CHARGES FOR PRICE BID:

- i) The bidder shall quote the rate of service charge as specified in Part II (Cover II) – price bid (Annexure E).
- ii) The service charges quoted in percentage shall be paid on the Minimum wages actually disbursed every month based on the deployed manpower, *excluding ESI, EPF and Bonus*.
- iii) Applicable taxes, if any payable, shall be reimbursed over and above the quoted rates on production of documentary evidence.
- iv) The Bidder shall quote the rate in figures as well as in words in English. In case of any discrepancy between figures and words, the rates in words shall prevail.

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 authorised 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 undersigned.

Financial Adviser and Chief
Accounts Officer, Finance
Department,
V.O.Chidambaranar Port Trust
Phone: 0461-2352254
Fax:0461-2352201
E-mail id: fa@vocport.gov.in
website: www.vocport.gov.in

**SECTION IV – TECHNO-COMMERCIAL QUALIFICATION CRITERIA FOR 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:

The bidder should have successfully completed similar work/services as detailed below during the last three years from the previous month of date of publication of the NIT with either of the following in any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies, etc.

- i) Three similar completed services each costing not less than the amount equal to 40% (Forty per cent) of the estimated cost;
(or)
- ii) Two similar completed services each costing not less than the amount equal to 50% (Fifty per cent) of the estimated cost;
(or)
- iii) One similar completed service costing not less than the amount equal to 80% (Eighty per cent) of the estimated cost.

The above said details shall be furnished by the bidder in the **Form IV of Annexure A.**

Note:

- i) Similar work/ services means the Contractor should have provided office based manpower like Multi Tasking Staff at any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalised Banks / Public Limited or Private Limited Companies, etc.
- ii) In respect of Completed works/services the period of completion shall be reckoned as per the initial work order. For e.g., if the initial work order is for a period of one year, the work is deemed to be completed subject to submission of satisfactory completion certificate for the said one year, irrespective of subsequent extensions, if any.
- iii) 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, only then the experience will be considered.
- iv) Only the documents stated in **Form III** and **Form IV** of **Annexure A** shall be considered for evaluation and any other documents uploaded but not stated in the

above mentioned **Form III** and **Form IV** of **Annexure A** shall not be considered for evaluation.

C. Financial Capability:

- i) Average Annual financial turnover during the last three years, ending 31st March of 2019 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 III 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 V 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 VI 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 VI of Annexure A**

2. Techno-Commercial Evaluation

- i) The documents uploaded by the bidder as specified in **Form IV of Annexure A** read with **Section IV (B)**, will be evaluated basis 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 III 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 finalised.

3. Price Bid Evaluation

- i) The bidders shall quote rates as service charges in the form **Part II (Cover II) – Price bid** provided in **Annexure E** of the bid document. The Price bid of the shortlisted bidders i.e., technically qualified bidders will alone be opened by the Port on a date and time to be notified later. The bid shall be opened in the presence of such bidders and/or their authorised representatives, who wish to be present at the time of opening, at their own cost.
- ii) After opening of the price bids, the same shall be listed out and read out to the bidders who are present at the time of opening of price bid and no separate communication on the price quoted shall be sent to the bidders.
- iii) The price bid will be evaluated based on the rate quoted by the bidders in the **Part II (Cover II) – Price bid** and the bidder quoting the lowest percentage rate will be declared as the successful bidder.

- iv) If the lowest percentage quoted happens to be the same for more than one bidder, the concerned bidders alone will be asked to again submit revised price quotes in sealed covers within the time to be prescribed by Port.

4. Splitting of Contract

- i) In order to ensure continuous supply of manpower, even in cases of emergency requirement, Port shall split the contract quantity between and among the eligible bidders who are techno commercially qualified in the ratio of 50:30:20, if there are three eligible bidders and in the ratio of 70:30, if there are only two eligible bidders.
- ii) In such case, the engagement of manpower quantity may be distributed among the other bidders by counter offering the L1 rate, to the next lowest bidders (i.e.,) L2 (in the case of two eligible bidders) and L2 & L3 (in the case of three eligible bidders), provided they agree to match the L1 rate.

5. Award of Work

- i) The work will be awarded to the successful bidder(s) for providing Manpower Service as specified in the **Scope of Work**.
- ii) The decision of this Port shall be final in this regard.
- iii) The Port reserves the right to accept or reject any or all the tenders without assigning any reason and not bound itself to accept the lowest tender.

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 fulfilment of the formalities. The successful bidder has to fulfil 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 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 with 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 details 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 encased 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 fulfilment of the conditions specified in the Letter of Intent, the Port shall issue Work Order to the successful bidder.

4. Signing the Contract Agreement :

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

5. Signing of Integrity Pact

The successful Bidder shall also require to execute an '**Integrity Pact**' in the prescribed pro-forma (only if the estimated value is more than one crore) provided in **Form XI** of **Annexure A** of the bid document.

6. Security Deposit

Security Deposit at the rate of **10%** will be deducted from each running bill after adjusting the amount already deposited by the contractor as EMD 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.

7. Debarment

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

- a) under the Prevention of Corruption Act, 1988; or
- b) the Indian Penal Code 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 process 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

1. Scope of Work

The successful bidder has to provide manpower possessing the educational qualification, experience, category and age, etc., as mentioned in **Annexure F** from the date to be specified in the Work Order at V.O.Chidambaranar Port Trust.

2. Statutory compliance and contractual obligations

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

The manpower deployed by the Service provider shall works within the premises of the Port. 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** as per **Para No.11 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 agreement will be terminated.

i. Income tax

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

ii. Goods and service tax

The GST shall be paid by the Port at the rates applicable from time to time on submission of bills / invoices as prescribed under GST rules mentioning the full details regarding 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 Port to the Contractor on his making available the GST claimed by him in GSTR against the Port GST number.

iii. Compliance with the EPF / ESI Act

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 EPF/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. **Bonus Act**

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

v. **Contract Labour Act**

The Contractor shall furnish a valid labour license under Contract Labour (Regulation and Abolition) Act 1970 within **30 days** from the date of work order and comply with all necessary required provisions of the above Act as amended and rules/orders framed there under from time to time and shall hold valid license throughout the Contract period.

vi. **Workmen safety and Insurance**

The Contractor shall alone be fully responsible for safety and security and insurance or life insurance of their personnel who are working on the operation and maintenance works. The Contractor shall wherever applicable

- a) take out 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.

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.

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.

vii. **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 Port 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 agreement arising out there from.

viii. 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 Port. The manpower shall not claim any absorption/regularization of services in the Port. Undertaking from the 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 Port.

ix. 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.

x. 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.

SECTION VIII – GENERAL CONDITIONS OF CONTRACT

1. The Contractor is the successful bidder in the subject E-Tender published by the Port for “**PROVIDING MANPOWER SERVICE ON OUTSOURCED BASIS IN FINANCE DEPARTMENT AT V.O. CHIDAMBARANAR PORT TRUST**”. The Contractor being the successful bidder has agreed to the terms and conditions specified in the bid document for providing the manpower 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 Port to the Contractor for the whole of the work to be done and the performance of all the obligations undertaken by the Contractor as per the terms of the Contract Agreement shall be ascertained by the application of the rates provided and quoted by the Contractor in the above mentioned tender.

3. Period of Contract:

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

4. Non-performance of Contract/ Breach of Contract

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

5. Malpractice or furnishing of false information

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

i) **Termination of Contract**

Consequent to the failure of the contractor to comply with the notice issued for non performance/ breach of contract, Port will issue a notice giving the contractor 7 days time asking him to show cause as to why the contract should not be terminated.

- ii) If no reply is received or if the reply received from the contractor within given time is found to be not satisfactory, Port will terminate the contract with immediate effect.

6. Discontinuance by the Contractor

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

7. Foreclosure of the Contract by Port

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

8. Conflicting relationships

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

9. Change in Constitution

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

10. Insolvency / Bankruptcy / Winding up, etc.,

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

reconstituted or the business or operations of the Contractor is closed either due to disputes inter-se amongst its stakeholders or otherwise.

11. Liquidated damages (LD)

If the Contractor fails to comply with any of the **Statutory 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 Port is compelled to comply with the said failure of the contractor, the cost so incurred by Port shall be deducted from the Security Deposit and/or Performance Security or any amount due or become due to be payable to the Contractor in addition to the said recovery of LD.

12. 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.

13. 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.

14. 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 Port premises. If such loss or damage is due to fault and/or the negligence or wilful acts or omission of the Contractor, his employees, agents, representatives and/or manpower deployed by the Contractor, the contractor shall make good the loss as assessed by the Port.

15. 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.

16. 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.

17. Identity Cards/Entry Passes/Uniforms

The contractor should arrange for providing identity cards/entry passes at their cost to his representative and manpower deployed under this Contract. All such deployed manpower shall wear the identity card at all times while at Port premises and on duty. Wherever Uniforms are required to be worn, the Port shall issue the same. Uniform, shall be worn by the deployed manpower, at all times while on duty.

18. Accident or injury to workmen

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

19. Dispute Resolution

- i) Except as otherwise provided elsewhere in the Contract, if any dispute, difference, question or disagreement or matter whatsoever, arises, before/after completion or abandonment of work or during extended period, between the parties, as to the

meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, the same shall be referred to the concerned Head of the Department, V.O.Chidambaranar Port Trust, Tuticorin.

ii) 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, VOCPT.

iii) If the dispute remains unresolved, the same shall be referred to the Chairman, VOCPT whose decision, in this regard, is final and binding on both the parties to the contract.

20. Doubt and clarifications

In case of any doubts on the terms and condition of the tender, the same may be referred to the concerned Head of Department, V.O.Chidambaranar Port Trust, 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 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** 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) Minimum wages at prescribed rate.
- 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 Service Charges

The Contractor shall be paid the "Service Charges" on monthly basis as per the rate specified in the Work Order issued by the Port. *The service charges will be paid only on Minimum wages actually paid.*

28. 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 Tuticorin for the purpose of actions and proceedings arising out of this contract and the courts at Tuticorin shall have the sole jurisdiction to hear and decide such actions and proceedings.

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 VOCPT containing bio-data with full details i.e. Date of birth, educational qualification experience along with copy of certificates, communal status, marital status, address and identification proof, medical fitness certificate, Photo ID Card along with scoring sheet and result of screening test, if any, provided by the Contractor.
 - 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 identified by the concerned Head of Department 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 salary 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 ISO 9001 and EMS 14001 or other version if any for which the Port has been certified.
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- 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 this Port.
- viii) The Contractor shall be solely responsible for redressing the grievances, requests and other issues of the provided manpower and the Port shall not be made responsible for settlement of such issues.
- ix) The Contractor shall be responsible for the medical and other related claims of the provided manpower and no such claim shall be made to the Port.
- x) If any manpower deployed by the Contractor is absent beyond 5 days consecutively or absent for total of 18 days in a six month period without genuine reason shall be replaced by another person by the contractor as per the terms and conditions of the agreement. The Contractor shall not re-engage on his payroll such manpower in the Port, who is habitual absent to the work as mentioned above.
- xi) If any manpower deployed by the Contractor is absent beyond 5 days on maternity leave/accident, etc under ESI scheme it is the responsibility of the contractor to provide suitable substitute.
- xii) On request of the Contractor, the Port may provide quarters, subject to availability and such other conditions that the Port may impose from time to time.

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. The manpower deployed on essential services can avail three national holidays and five festival holidays in a year.

- iii) The manpower deployed shall report on time and if late an allowance of 10 minutes will only be allowed up to three occasions in a month, failing which, for every two days of late coming, half a day's wages will be deducted.
- iv) 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 concerned Head of Department.
- v) 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 requested by the Port in writing***. The Contractor shall provide replacement of manpower, in such cases, so as to ensure adequate staff. If the Contractor does not make alternate arrangement within a maximum period of one day, after being requested by the Port, a penalty, at double the rate of wages, shall be deducted per day per person absent from the Contractor's bill, for such absence.

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, whichever is higher for the respective category. As and when minimum wages is revised the contractor shall pay at revised rate of wage to the manpower deployed and claim for reimbursement from the Port duly providing documentary proof for such revision and payment disbursed. The wage should be paid by the Contractor only through bank (Jan dhan yojana 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 invoice pro-forma** given in **Form No. XII in Annexure D** with reference to rates quoted in the tender. The reimbursement will be made on pro-rata basis after necessary deduction, if any, in terms of absent of the manpower. 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) Payments to the Contractor would be strictly based on the certification of attendance furnished by the concerned department / 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.
- i) **Other conditions**
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.

4. Adoption

- i) The Contract shall be governed by the provisions or amendments or clarifications of Major Ports Act, 1963, 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.

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.
1.	Notice Inviting Tender (NIT)	
2.	Form I – Bidder’s Bid cover letter	
3.	Form II- Transaction details for remittance of Earnest Money Deposit (EMD)	
4.	Form III – 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	
5.	Form IV – 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	
6.	Form IV A – Experience / Completion / Performance certificate	
7.	Form IV B – Details of TDS certificate (if applicable)	
8.	Form V – Declaration of Authorised Representative of the bid [as per Para No.10 of Section III]	
9.	Form VI – Declaration of litigation and Blacklisting [as per Section V (1) (viii)]	
10.	Form VII – Certificate of acceptance in the Tender Conditions [as per Para No. 4(iv) of Section III]	
11.	Form VIII – 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]	
12.	Form IX – Declaration by the Bidder [as per Para No. (11) of Section III]	
13.	Form X – Bank Mandate Form (Bank account details of the bidder)	

14.	Copies of original registration certificate documents incorporating the legal entity and defining the constitution or legal status, place of registration and principal place of business	
15.	Copy of GST registration certificate	
16.	Copy of PAN Card	
17.	Copies of	
	1. EPF registration certificate,	
	2. ESI registration certificate,	
	3. Copy of labour license issued for past executed work /services in supply of manpower by the Labour Department for the contract under Contract Labour (Regulation and Abolition) Act, 1970.	
18.	Copy of license under the Private Security Agencies (Regulation) Act, 2005 or the similar Act/Rules promulgated by State in which the service is performed (in case of Security Service)	
19.	Total number of the pages uploaded by the bidder (mention the page no. starting from to end)	
	1. Starting page no.	
	2. Ending page no.	
	3. Total number of pages	

(Fill the page numbers where the documents have been 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 provided on the bidder's company 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 Trust,
Tuticorin – 628 004,

Sir,

1. We hereby apply to be qualified for the tender invited by the V.O.Chidambaranar Port Trust, Tuticorin as a bidder for the work of tender for **“PROVIDING MANPOWER SERVICE IN OUTSOURCED BASIS”**
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 Trust reserves the right to reject any application without assigning any reasons.

Thanking you,

Respectfully,

Place:

Date:

Signature and seal of the Authorized
Representative of Bidder

FORM II

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				

FORM III

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

<i>Sl.No.</i>	<i>Financial year</i>	<i>Total Turnover</i>	<i>Uploaded page no. reference</i>
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 IV (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 IV (B), only then the experience will be considered.

Yours faithfully,

(Signature of Authorized Person)

Place:

Name

Date:

Designation

Business Address:

Seal

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 IV A.

FORM – IV (B)

DETAILS OF TDS CERTIFICATE

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

Date:

Name

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 of Trustees 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 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

(To be provided on the bidder's company letter head with signature and seal)

This is with reference to Tender No....., for
“PROVIDING MANPOWER SERVICE ON OUTSOURCED BASIS”

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

.....

.....

.....

.....

.....

.....

FORM VIII

(To be provided on the bidder's company letter head with signature and seal)

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)	<ul style="list-style-type: none"><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)	<ul style="list-style-type: none"><input type="radio"/> Manufacturer for supply items<input type="radio"/> Service Provider for services<input type="radio"/> Trader/reseller/authorized agent/ distributor/manpower services<input type="radio"/> Non MSE Bidder
4	Attach the copy of the certificate	<ul style="list-style-type: none"><input type="radio"/>

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 Rs.100 /- 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, PROVIDING MANPOWER SERVICE ON OUTSOURCED BASIS for two years which is extendable further one 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 of Trustees of Port of V.O.Chidambaranar Port Trust to take further action in to the matter.

Witness's

Bidder's

Signature: _____
Name: _____
Address: _____
Tel. No: _____
Mobile no.: _____
Date: _____

Signature: _____
Name: _____
Address: _____
Tel. No: _____
Mobile No: _____
Date: _____

BANK MANDATE FORM

1. Name of the company :
2. Status :
3. Bank Name, Address & Branch :
4. IFSC Code :
5. MICR Code :
6. Account No. :
7. Branch Code :
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

INTEGRITY PACT

Between

M/s. Board of Trustees, V.O. Chidambaranar Port Trust, a body corporate under Major Port Trusts Act, 1963, represented by its having its office at Administrative building, V.O. Chidambaranar Port Trust, 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 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

PREAMBLE

The Port intends to award, under laid down organizational procedures, contract/s for “**PROVIDING MANPOWER SERVICE ON OUTSOURCED BASIS**” vide NIT No..... dated..... The Port values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

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

Section 1 – Commitments of the Port

1. The Port commits itself to take all measures necessary to prevent corruption and to observe the following principles
 - a) No employee of the Port, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Port will, during the tender process treat all Bidder(s) with equity and reason. The Port will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Port will exclude from the process all known prejudiced persons.

2. If the Port obtains information on the conduct of any of its employees which is a criminal offense under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Port will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ contractor(s)

1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Port's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Port as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - e) The Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to the IEM and shall wait for the decision in this matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.

Section 3 – Disqualification from tender process and exclusion from future contracts

1. If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Port is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or terminate the Contract, if already signed, for such reasons mentioned above.

2. If the Bidder / Contractor have committed a serious transgression through a violation of Section 2 such as to put reliability or credibility into question, the Port is entitled to exclude the Bidder / Contractor from participating in future tender processes. The imposition of such duration of exclusion shall be determined based on the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Contractor and the amount of the damages. The exclusion may be imposed for a period of minimum 6 months to the maximum of 3 years. In such cases, the decision of the Port shall be final.

Section 4 – Compensation for Damages

1. If the Port has disqualified the Bidder(s) from the tender process prior to the award of contract according to Section 3, the Port is entitled to demand and recover the damages equivalent to 3% of the tender value.
2. If the Port has terminated the contract according to Section 3, or if the Port is entitled to terminate the contract according to Section 3, the Port shall be entitled to demand and recover from the Contractor liquidated damages amount equivalent to 5% of the contract value.
3. If the Bidder / Contractor can prove that the exclusion of the Bidder / Contractor from the tender process or the termination of the contract has caused no damage or less damage than the amount of the above mentioned liquidated damages, the Bidder / Contractor has to compensate only to the extent of damages caused due to the act of the Bidder / Contractor. However, if the Port can prove that the amount of the damage caused due to the disqualification of the Bidder / Contractor before the award of contract or after the termination of the contract is higher than the amount of the liquidated damages claimed, the Port is entitled to claim more compensation for the equivalent to the higher amount of damage.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other Company in any country conforming to the anti-corruption approach or with any Central / State Government / Autonomous bodies / Public Sector Enterprises in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact and to submit it to the Port before signing of the Contract.

2. The Port will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Port will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

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

Section 8 – Independent External Monitor / Monitors

1. The Port appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman of the Board of the Port.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Port including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman of the Port and rescue himself/herself from that case.
5. The Port will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Port and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Chairman of the Port and request the Chairman to discontinue or take corrective action or to take other relevant action. The Monitor can in this regard

submit non binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The Monitor will submit a written report to the Chairman of the Port within 8 to 10 weeks from the date of reference or intimation to him by the Port and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Chairman of the Port, a substantiated suspicion of an offense under relevant IPC / PC Act or Anti-Corruption Laws of India, and the Chairman of the Port has not, within the reasonable time taken visible action to proceed against such offense or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor in 12 months after the last payment under the Contract Agreement, and for all other Bidders in 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman of the Port.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the location of the Office of the Port, i.e. Tuticorin.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty / Guarantee etc., shall be outside the purview of IEMs.

6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

.....
(For & on behalf of the Port)

.....
(For & on behalf of the Bidder/Contractor)

.....
(Office Seal)

.....
(Office Seal)

Place:

Date:

Witness with signature

1) Name & Address

2) Name & Address

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

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

CONTRACT AGREEMENT FORM

(To be entered in Rs...../- - non-judicial stamp paper)

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

M/s. Board of Trustees, V.O. Chidambaranar Port Trust, a body corporate under Major Port Trusts Act, 1963, represented by its Shri., s/o..... having its office at Administrative building, V.O. Chidambaranar Port Trust, 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 Trust, Tuticorin is desirous of the work comprising “**PROVIDING MANPOWER SERVICE ON OUTSOURCED BASIS**”

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.7** of the **Section II** 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 Trustees of V.O.Chidambaranar port was here into affixed and

The thereof, has set his Hand in the presence of

V.O.Chidambaranar Port Trust

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 of Trustees of V.O.Chidambaranar Port Trust (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 “**PROVIDING MANPOWER SERVICE ON OUTSOURCED BASIS**”(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				
	NIT No.				
	Work order No & Date				
	Contract agreement				
	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
14	EMD - To be refunded/ Adjusted/ Exempted				
15	PAN Copy	Yes			
	GST copy	Yes			
	EPF license Copy of contractor				
	ESI license Copy of contractor				
	Pvt security Agency certificate				
	Authorized representative				
18	Performance Security, BG Copy Amount & valid upto				
19	Security Deposit to be recovered	Yes			

20 & 29	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. * Details as per clause of section IX should be provided during the first month of the said manpower deployment and in the 1 st month of additional deployment if any.				
20	All statutory provisions complied				
20	Income Tax to be deducted/ lower deduction. If lower deduction certificate copy enclosed and valid upto				
20	Invoice submitted by Contractor as per GST compliance				
20	ESI/EPF card copies of manpower deployed & proof of remittance made				
21	Month for which ESI/EPF proof submitted				
21	Payment of Bonus, if any, proof of Bank account enclosed				
21	Contract labour license enclosed				
21	Insurance taken and valid upto, no. of lives				
21	Safety Shoes & gloves etc provided wherever required				
22	Undertaking from each manpower with photo provided in the first month of such manpower deployed & each time when new manpower is deployed				
25	LD if any recoverable				

25	Any penalty/condonation for force majeure clause & its proof & approval				
26	Any recovery to be made for damages				
26	ID cards issued & worn, uniform, if applicable, were worn				
26	No dispute declaration				
28	Minimum wages paid & ESI/EPF remitted without any delay				
29	C&A verification by Police for manpower deployed, each time to be submitted new person is deployed				
29	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)				
30	Any notice issued by Port to the contractor if so, No. & Date				
30	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				
30	For clause 33/IX/X, whether suitable substitute provided if so details thereof				
30	Any quarters provided if so details of Demand No. for rent , water & electricity & its payment remitted				
31	Any recovery for late attendance if so details				
31	Any penalty to be recovered for non supply of manpower				

31	a) payment disbursed before 7th of every succeeding months b) In case of bill for revised Minimum wages for previous month proof of disbursement enclosed				
31	Payslips to all manpower deployed issued for every month one day before the date of payment				
31	Any notice received from Port to pay minimum wages with stipulated time				
31	Any penalty for non-compliance of 34/IX/3 (iii)				
32	Bill in triplicate before 10th, as per model proforma & duly incorporating all deduction due submitted				
32	Certificate of attendance enclosed				
32	(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.

Tax Invoice

Invoice No:

Invoice Date:

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

1. Taxable Service

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

2. Non-Taxable service

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

Note Service is covered under Reverse Charge Mechanism (RCM)

Yes	No
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Rupees (in words) :

Bank Account No. :

IFSC Code :

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Authorised Signatory
(Signature of the Service

Provider)

Annexure E**MANPOWER SCHEDULE**

Sl. No	No Of Persons	Description	Qualification	Max. Age (in yrs. As on date of publication of NIT)	Minimum Experience in relevant field(in Yrs)	Category
1	2	Commerce Resource Person	B.Com or M.com or MBA(Finance) of a Recognised University on Regular Pattern with Computer Knowledge	45	Two years working experience in SAP of at least two modules including FICO of SAP modules	Highly Skilled
2	31	Commerce Assistant	B.Com or M.com or MBA(Finance) of a Recognised University on Regular Pattern with Computer Knowledge	45	One Year relevant experience	Skilled
3	7	Computer Assistant	B.E/B.Tech/MCA(CSE/IT) of a Recognised University on Regular Pattern	45	One year experience in EDP related works	Skilled
4	3	Computer Programmer	B.E/B.Tech/MCA(CSE/IT) of a Recognised University on Regular Pattern	45	Two years experience in EDP related works/Programming	Highly-Skilled
5	2	Computer Technical Resource person	B.E/B.Tech/MCA(CSE/IT) of a Recognised University on Regular Pattern	45	Two years experience in SAP-FICO/HR module	Highly-Skilled
Total	45					

