



வ.உ.சி துறைமுக ஆணையம்
वी.ओ.सी पत्तन प्राधिकरण
V.O.C Port Authority

V.O.CHIDAMBARANAR PORT AUTHORITY
(MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT)

E-TENDERING

TENDER DOCUMENT FOR

Name of Work: Deployment of 4 numbers of HMCs of not older than 10 years as on NIT date from the date of commissioning with 120-Ton capacity or above at VOC Port operated berths on License mode for a period of 5 years

Tender No.: MEE/CMEP1/MEC/4HMC/V1/23

TENDERS WILL BE DOWNLOADED ONLINE FROM 12/02/2024 to 04/03/2024 (UP TO 15:00 HOURS) & COMPLETED TENDERS ARE TO BE SUBMITTED ONLINE ON OR BEFORE 15:00 HOURS ON 04/03/2024 AND TENDER WILL BE OPENED AT 15:30 HOURS on 05/03/2024.

The Chief Mechanical Engineer
Mechanical & Electrical Engineering Department,
V.O.Chidambaranar Port Authority,
TUTICORIN – 628004
Phone: 0461-2352270
Fax: 0461 - 2354274
Email: cme@vocport.gov.in

DISCLAMIER:

1. Though adequate care has been taken while preparing the Bidding documents, the Bidders/Applicants shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within twenty (20) days from the date of notification of this bidding documents, it shall be considered that the bidding documents are complete in all respects has been received by the Bidder.

2. V.O.Chidambaranar Port Authority (VOCPA), reserves the right to modify, amend or supplement this bidding documents including all formats and Annexure.

3. While this bidding documents have been prepared in good faith, neither Employer or its authorized representatives nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this bidding documents, even if any loss or damage is caused by any act or omission on their part.

4. The specification mentioned for the equipment in the present bidding documents is for the **reference** only. It is subject to revise/ alters as per the design/ planning/ Good engineering practices etc., to be carried out by the selected bidder, to the satisfaction of the Employer or its authorized representatives. It is advised that the bidders must satisfy himself with the prevailing site conditions before design/plan. The design must be optimized for the site conditions and directed to achieve the maximum output from the installed capacity at all times. Moreover, the components not separately mentioned, but are required to complete the system for operation is also included in the scope of bidder and shall be vetted by the Employer or its authorized representatives.

Place:

Date:

Signature

Name and Designation of Bidder

V.O.CHIDAMBARANAR PORT AUTHORITY
MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT

To

The interested experienced and reputed Bidders;

Dear Sir,

V.O. Chidambaranar Port Authority (VOCPA), Tuticorin is one of the 13 major ports in India. VOCPA is planning to execute the work “Deployment of 4 numbers of HMCs of not older than 10 years as on NIT date from the date of commissioning with 120-Ton capacity or above at VOC Port operated berths on License mode for a period of 5 years” and hence this e-tender is invited. Your best techno-commercial responsive, competitive offer is requested for the subject work as briefed below:

| | | |
|---|---------------------------------------|--|
| 1 | Name of Work | Deployment of 4 numbers of HMCs of not older than 10 years as on NIT date from the date of commissioning with 120-Ton capacity or above at VOC Port operated berths on License mode for a period of 5 years |
| 2 | Tender No | MEE/CMEP1/MEC/4HMC/V1/23 |
| 3 | Date of floating Tender | 12/02/2024 |
| 4 | Last Date & time of Submission of Bid | 04/03/2024 at 15:00 hours |
| 5 | Date & time of bid opening | 05/03/2024 at 15:30 hrs |
| 6 | Earnest Money Deposit | Rs. 61,62,720/- (Rupees sixty one lakhs sixty two thousand seven hundred and twenty only). The bidder other than an MSE Unit should pay the EMD through online payment gateway mode in CPP E-tendering Portal or shall submit the EMD in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (Annexure G) from any of the Commercial Banks having a branch in Tuticorin. The validity period of bank guarantee should be of 30 days in excess of the bid validity. Otherwise, his/her/their tender will be rejected. EMD in any other form shall not be accepted. The MSEs are required to furnish relevant valid Certificate for claiming exemption. This valid certificate shall be uploaded in the Bid, failing which the Technical Bid shall not be evaluated. |
| 7 | Tender Inviting Authority | Chief Mechanical Engineer/VOCPA |



The Bidder shall submit his bid in Central Public Procurement Portal (e-Procurement) at <https://etenders.gov.in/eprocure/app> by following the procedure. Non-submission of bid along with relevant documents shall lead to rejection of the tender.

Contact person:

1. The Chief Mechanical Engineer
Mechanical & Electrical Engineering Department,
V.O.Chidambaranar Port Authority,
Tele: 0461-2352270
Fax: 0461-2354274
Email: cme@vocport.gov.in
2. The Deputy Chief Mechanical Engineer
Mechanical & Electrical Engineering Department,
V.O.Chidambaranar Port Authority,
Tele: 0461-2352270
Mob:9556050300
Email: niharranjanbhoi@vocport.gov.in
3. The Superintending Engineer (M),
Mechanical & Electrical Engineering Department,
V.O.Chidambaranar Port Authority,
Tele:0461-2372266
Mob: 94435 29093
Email: selvaraj.b@vocport.gov.in
4. The Executive Engineer,
Mechanical & Electrical Engineering Department,
V.O.Chidambaranar Port Authority,
Tele:0461-2372205
Mob:9524447636
Email:padmanabhan.r@vocport.gov.in

Thanking you

Yours Sincerely,

Chief Mechanical Engineer
V.O.Chidambaranar Port Authority

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SECTION- I
NOTICE INVITING TENDER (NIT)

- 1.1** V.O. Chidambaranar Port Authority invites electronic tenders (Two Cover System) from eligible bidders for the work “Deployment of 4 numbers of HMCs of not older than 10 years as on NIT date from the date of commissioning with 120-Ton capacity or above at VOC Port operated berths on License mode for a period of 5 years”.
- 1.2** A complete set of Tender documents may be downloaded by any interested bidders from e-Tender web portal <https://etenders.gov.in/eprocure/app>.
- 1.3** Salient features of the bid:

| | |
|---------------------------|--|
| Tender No. | MEE/CMEP1/MEC/4HMC/V1/23 |
| Tender Type | Open online tender |
| Tender Inviting Authority | Chief Mechanical Engineer |
| Address | V.O. Chidambaranar Port Authority, Harbour Estate, Tuticorin – 628 004, Tamil Nadu |
| Contact Details & e-mail | Tel. off: 0461-2352270, Fax: 0461-2354274 cme@vocport.gov.in |
| Brief Work Description | Scope of Work involves Financing, Deployment, Operation, Maintenance and Repair of 4 numbers of HMCs of not older than 10 years as on NIT date from the date of commissioning with 120-Ton capacity or above at VOC Port operated berths for handling cargoes on License mode for a period of 5 years as per Contract Agreement |
| Location of the work | VOCPA |
| EMD | Rs. 61,62,720/- (Rupees sixty one lakhs sixty two thousand seven hundred and twenty only The bidder other than an MSE Unit should pay the EMD through online payment gateway mode in CPP E-tendering Portal or shall submit the EMD in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (Annexure G) from any of the Commercial Banks having a branch in Tuticorin. The validity period of bank guarantee should be of 30 days in excess of the bid |

| | |
|--|---|
| | validity. Otherwise, his/her/their tender will be rejected. EMD in any other form shall not be accepted. The MSEs are required to furnish relevant valid Certificate for claiming exemption. This valid certificate shall be uploaded in the Bid, failing which the Technical Bid shall not be evaluated. |
| Time of Completion / Period for installation and Commissioning | The crane shall be installed & commissioned within a period of 14 months in case of new cranes and 4 months in case of old cranes subject to proper fitness certificate from OEM, from the date of Signing of Agreement. |
| Downloading of Tender documents start date | 12.02.2024 |
| Downloading of tender document end day | 04.03.2024 upto 15:00 hours |
| Start date of seeking clarifications | 12.02.2024 |
| End date of seeking clarifications | 19.02.2024 |
| Pre-Bid Meeting | 21.02.2024 |
| Bid Submission end date & time | 04.03.2024 at 15:00 hours |
| Bid opening date | 05.03.2024 at 15:30 hours |
| Bid Validity period | 120 days from the date of opening of Tender |
| Currency of Contract | INR |
| Language of Contract | English |

1.4 Bidders fulfilling following eligibility / pre-qualification criteria may participate in the tender:

The registered stevedores, bonafide importers / exporters or their subsidiaries, service providers who are fulfilling the eligibility criteria are allowed to participate in the tender.

a) Financial Capability:

The bidder must have an average annual turnover of Rs.7.7 crores or more during last three financial years ending on 31st march, 2023. The details shall be furnished by the bidder in the **Form XVI of Annexure A**. The Income tax return, Profit & Loss statement and Balance sheet for the last three financial years ending on 31.03.2023 duly certified by the Chartered Accountant shall be uploaded by the bidder.

b) Similar Work Past Experience:

The bidder must have handled an average of 10 lakh MT of cargoes per annum or 450 number of windmill blades handled per annum in any port during last three years ending on 31.03.2023. Bidders who have been debarred /terminated by the employer because of non- performance during the last 3 years shall not be allowed to participate in this tender. The bidder must produce documentary evidence in support of handling the said quantity of above cargoes/ vessels in any Port for three years ending on 31st March, 2023 from the respective Ports.

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

1.5 Pre-qualification of Joint Venture/ Consortium:

1.5.1 In case of a JV / Consortium, the combined Technical and Financial Capability of those members who have and shall have an equity share of at least 26% (twenty six per cent), should satisfy the conditions of eligibility / pre-qualification criteria as per clause No.1.4.

1.5.2 Similar Work Experience shall not be claimed by more than one member of a consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.

1.5.3 JV/ Consortium, members are “jointly and severally responsible and liable” for this contract. For pre-qualification, the JV / Consortium members should fulfill the criteria as specified in clause 1.4 as described below:-

- a. Qualifying factors to be met collectively : (i) Similar Work experience as per clause 1.4 b) & (ii) Financial capability as per clause 1.4 a)
- b. Qualifying factors for lead partner: (i) Similar Work experience as per clause 1.4 b) and (ii) Financial capability - not less than of 50 (fifty) per cent of the respective limits prescribed in Sl.No.1.4 a) .
- c. Qualifying factors for other members or partners: Same as for lead partner except that for the factor specified in 3 b (ii) above, a lower limit of 25 (twenty-five) per cent may be accepted.

1.5.4 Number of Joint venture Partners / Consortium members would be limited to three.

1.5.5 In case of bidder being a newly formed JV, the lead partner shall have the relevant registration of GST, IT etc. The successful bidder shall submit the registration of GST, IT in the name of JV and the requirement of PF & ESI is to be complied as per the statutory requirement.

1.6 Bidder should have (i) EPF registration certificate; (ii) ESI ; (iii) Permanent Account Number [PAN]; (iv) Income Tax Return of preceding three years; and (v) GST Registration Certificate etc.

1.7 Other details can be seen in the Tender documents. The Bidders are advised to read the whole document carefully and submit their tender/bid strictly, meeting the requirements spelled out in the bid document.

1.8 The bid document is required to be submitted only through e-tender web portal <https://etenders.gov.in/eprocure/app>.

- 1.9 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. No hardcopies need to be sent to the Authority.
- 1.10 The Authority will not be held responsible for any technical snag or network failure during online bidding.
- 1.11 The Authority reserves the right to cancel any or all bids without assigning any reason.

SECTION II
INSTRUCTION TO BIDDERS
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SECTION II

INSTRUCTION TO BIDDERS

2.1 TENDER NOTICE:

- 2.1.1 Electronic Tenders (Online) are invited in the “**TWO COVER**” system on behalf of **V.O.CHIDAMBARANAR PORT AUTHORITY (VOCPA)** from interested, reputed and experienced eligible bidders for the work as mentioned in the **Notice Inviting Tender (NIT)Section-I**. The bidder must fulfill the eligibility criteria and other requirements stipulated in the bid document.
- 2.1.2 Bid document having all details are available at the URL of the e-Tender web portal <https://etenders.gov.in/eprocure/app> or at the Port website www.vocport.gov.in for downloading during the period specified in the **NIT(Section-I)**. The completed bid documents are required to be submitted only through online (e-mode) offered on the e-Tender web portal <https://etenders.gov.in/eprocure/app>. Bids in any other manner will be rejected, and no correspondence on such matter will be entertained. No bids shall be accepted off-line.

2.2 PARTICIPATING IN THE TENDER IN THE E-PROCUREMENT PORTAL:

- 2.2.1 The intending Bidders are required to register on the e-Tender web portal <https://etenders.gov.in/eprocure/app> (If not already registered) by clicking “Online Bidder Enrollment” option in order to obtain user-id and password and then to activate their respective user-id by using Digital Signature Certificate (Class-III). The bidders will have to accept, unconditionally, the online user portal agreement which contains all the terms and conditions of NIT including commercial and general terms and conditions and other conditions, if any, along with an online undertaking in support of the authenticity of the declarations regarding facts, figures, information and documents furnished by the bidder online; The bidder shall visit the homepage of the e-tender portal for getting information to be followed for bidding in the e- tender portal.
- 2.2.2 Any prospective bidder can view or download the bid documents from the e-Tender web portal <https://etenders.gov.in/eprocure/app> during the period as indicated in NIT / home page of portal.
- 2.2.3 In the case of any failure, malfunction, or breakdown of the electronic system used during the e-Procurement process, the Tender Inviting Authority shall not accept any responsibility for such failures or breakdowns other than in those systems strictly within their own control.

2.3 ELIGIBLE BIDDERS:

- 2.3.1 All eligible bidders meeting the eligibility criteria as defined in NIT (Section-I) can participate in the tender.
- 2.3.2 Bidder means any eligible person or firm or company; Please refer Special Condition of Contract (SCC) for applicability of Joint Venture / Consortium.
- 2.3.3 Bidders who have been nonperforming /debarred / blacklisted by any Purchaser / Employer / Client at the time of bidding shall not be allowed to participate in this tender.

2.4 **COST OF BIDDING:**

The Bidder shall bear all costs associated with site visit(s), pre-bid / post bid conference(s), preparation and submission of his Bid, opening of price bid and VOCPA will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

2.5 **LOCAL CONDITIONS:**

2.5.1 It will be imperative for each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under the bidding documents and specifications. VOCPA will not entertain any request for clarifications from the Bidders regarding such local conditions.

2.5.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid. Neither any change in the time schedule of the contract nor any financial adjustment arising thereof which are based on the lack of such clear information, its effect on the cost of the works to the Bidder shall be permitted by the VOCPA. No claim for financial adjustment to the contract awarded under these specifications and documents will be entertained by the VOCPA.

2.6 **SITE VISIT:**

2.6.1 The Bidder, at the bidder's own responsibility and risk are encouraged / advised to carry out the site visit to VOC Port at their own cost for the intended work and to inspect / examine & assess the site condition and its surroundings and satisfy themselves prior to submission of his bid.

2.6.2 In general, they shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charges arising out of any misunderstanding or otherwise shall be allowed. Bidders shall submit a realistic offer for the execution of the work at their own cost without any liability on VOCPA.

2.6.3 It is implied that on submission of the bid/tender, the Bidder is deemed to have read the Tender document, clearly understood & satisfied himself regarding terms & conditions, scope of work and specifications of the work & services to be executed, local conditions and other factors likely to be encountered & having a bearing on the execution of work thereof. The price quoted in the Cover B – 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.

2.7 **PRE-BID MEETING**

A pre-bid meeting will be conducted on the date & time as specified in NIT (Section – I) through virtual mode. Interested bidders can participate in the pre-bid meeting through the VC link uploaded in the CPP portal and Port website.

2.8 **UNDERSTANDING AND CLARIFICATION ON BIDDING DOCUMENTS:**

A prospective bidder requiring clarification regarding discrepancies or omissions in the tender documents or

in doubt as to the true meaning of any part, may send queries at once in writing/email / through e-tender portal, provided the queries are raised during the period as mentioned in the NIT / home page of portal. Any queries received after the due date shall not be considered and no reply to such queries will be given. Reply to queries shall be given by VOCPA only if the queries requested for are considered appropriate by VOCPA. Verbal clarifications and information given by the VOCPA or his employee(s) or his representative(s) shall not in any way be binding on the VOCPA.

2.9 **AMENDMENT TO BID DOCUMENTS:**

- 2.9.1 At any time prior to the due date & time of opening of bids, VOCPA may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents, bidding process, terms & conditions, specifications, etc. by issuing Corrigendum and/or Addendum.
- 2.9.2 Any Corrigendum and/or Addendum thus issued shall be part of bidding documents and shall be notified only on the web portal <https://etenders.gov.in/eprocure/app>. Bidders intending to participate in the tender shall be solely responsible for checking the portal for any amendment issued in the shape of Corrigendum and/or Addendum.
- 2.9.3 In order to afford prospective bidders reasonable time to take the amendment into account in preparing their bids, VOCPA may, at its discretion, extend the deadline for the submission of bids.

2.10 **BIDDER'S RESPONSIBILITY:**

2.10.1 **Contacting VOC Port Authority:**

Bidder shall not contact VOC Port Authority on any matter relating to its Bid from the time of the Bid Opening to the time the contract is awarded. Any effort by any Bidder to influence VOC Port Authority in the Bid Evaluation, Bid Comparison, or Contract Award decision shall result in disqualification of the bidder.

2.10.2 **Undertaking By the Bidders:**

- 2.10.2.1 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/bid document together with the written acceptance shall form a binding agreement between the Port and the Licensee.
- 2.10.2.2 The Bidder undertakes, if his tender is accepted, has to give the required performance security as per **Clause No.2.13.5 of ITB**.
- 2.10.2.3 The Bidder shall submit a declaration as provided in the Form VI 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 / 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.
- 2.10.2.4 The bidders shall give an undertaking that they have not made any payment or illegal gratification to any

person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act (PC Act) in connection with the bid.

2.10.3 **Declaration By the Bidder:**

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

2.11 **PREPARATION OF BID**

2.11.1 **LANGUAGE OF BID:**

The bid prepared by the Bidder and all correspondences and documents relating to the bid exchanged by the Bidder and VOCPA shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as it is accompanied by an English translation of its pertinent passages in which case for the purpose of interpretation of the Bid, the English translation shall be considered.

2.11.2 **BID PRICES:**

Refer clause 5.3 of SCC.

2.11.3 **BID VALIDITY:**

2.11.3.1 The bids shall be valid for a period of 120 days from the date of opening of Tender.

2.11.3.2 During this period, the bidder shall not be permitted to withdraw or vary their offers, once made and if they do so, earnest money deposit EMD paid by the bidder will be forfeited.

2.11.3.3 In exceptional circumstances, prior to the expiry of the original time limit, the “Tender inviting Authority” may request the bidders to extend the period of validity for a specified additional period. The request and the bidders’ responses shall be made in writing or by e-mail. A bidder may refuse the request without any risk of forfeiture of Bid Security (EMD).

2.11.3.4 A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid for the period of the extension.

2.11.4 **BID CURRENCIES:**

The prices shall be quoted in the currency of Indian Rupees only. The price quoted in the currency of Indian rupees in the ‘Price Schedule’ shall be firm and shall not be varied on account of exchange rate fluctuation during the bid validity/contract period.

2.11.5 **BID SECURITY/ EARNEST MONEY DEPOSIT (EMD):**

2.11.5.1 The Bidder shall furnish, as part of its bid, a bid security (EMD) for the amount stipulated in the NIT.

2.11.5.2 Any bid not accompanied by prescribed bid security shall be rejected by the VOCPA as being non-responsive.

2.11.5.3 All bidders other than an MSEs should pay the EMD through online payment gateway mode in CPP e-tender web Portal or shall submit the EMD in the form of Insurance Surety Bonds, Account Payee Demand

Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (Annexure G) from any of the Commercial Banks having a branch in Tuticorin. The validity period of bank guarantee should be of 30 days in excess of the bid validity. Otherwise, his/her/their tender will be rejected. EMD in any other form shall not be accepted. The MSEs are required to furnish relevant valid Certificate for claiming exemption. This valid certificate shall be uploaded in the Bid, failing which the Technical Bid shall not be evaluated.

2.11.5.4 The bid securities of unsuccessful bidders will be returned at the earliest after expiry of the final bid validity period and latest by 30th day after the award of contract.

2.11.5.5 A bidder's bid security will be forfeited if the bidder:

- a. Withdraws or amends its / his bid;
- b. Impairs or derogates from the tender in any respect within the period of validity of the tender;
- c. If the bidder does not accept the correction of his bid price during evaluation;
- d. If the Bidder submits fraudulent documents and / or wrong information in support of its eligibility / qualification
- e. In case of any bidder found indulged in corrupt, fraudulent, coercive, undesirable and restrictive practices during the bidding process and
- f. If the successful bidder fails to sign the contract or furnish the required performance security within the specified period.

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

2.11.5.7 Bid security shall be refunded to the successful bidder on receipt of a performance security and signing of contract. Bid security of the successful bidder may be adjusted against Performance Security Deposit if requested by the successful bidder.

2.11.5.8 If successful bidder on award of contract fails to sign the contract or to submit a performance security within the specified period, EMD will be forfeited, and the bidder will be suspended for a period of 3(three) years from being eligible to submit Bids for contracts with VOCPA.

2.11.5.9 The MSEs are exempted from payment of Bid Security subject to furnishing of relevant valid Certificate by uploading the said valid certificate copy at the time of submission of their bid along with the details duly filled in as per **Form-II B**. MSE bidders claiming exemptions from EMD as per MSME guidelines must also register Udyam Registration Certificate indicating URN (Udyam Registration Number) issued from MSME, in order to avail the benefits available to MSEs as contained in Public procurement policy.

2.11.6 **DOCUMENTS COMPRISING THE BID:**

2.11.6.1 The bidder is required to download all the documents for the preparation of his bid. The bidders are strongly advised to examine all the instructions, forms, terms and specifications in the Tender/Bid documents. Failure to furnish all the information required by the Tender/Bid Document or submission of a Bid not techno-commercially responsive, in every respect, will be at the Bidder's risk and shall result in the rejection of its Bid.

2.11.6.2 The bidder shall carefully prepare the list of required documents that are asked for submission along with the bid. The bid shall be a Technical bid or Techno-Commercial bid and financial bid. The bid shall be

prepared as under and uploaded the same online through E-Procurement Portal in two cover system and digitally signed by the authorized representative of the bidder as follows:

Cover A – Techno-Commercial Bid:

- i. Scanned copy of system generated proof towards successful payment of EMD along with filled in **Form-IIA** or Valid Certificates by MSEs for claiming exemption along with filled in **Form-IIB**.
- ii. Eligibility information with regard to “Similar Work Past Experience” as below:
 - a. Scanned copy of filled in **Form-IV** with regard to experience (work order with detailed BOQ and satisfactory completion/ performance certificate) to meet similar work experience as per the eligibility criteria indicated in the NIT – **NOT APPLICABLE**
 - b. Scanned copy of satisfactory completion/ performance certificates as per **Form-IV A** – **NOT APPLICABLE**
 - c. Scanned copy TDS certificate as per **Form- IV Bin** case of bidders submitting satisfactory completion/ performance certificate for work carried out in Non-Government organizations/ Private organizations.– **NOT APPLICABLE**
- iii. Eligibility information with regard to Financial Capability as below:

Scanned copy of duly filled in **Form-III** along with profit & loss statements for the last 3(three) years ending 31st March of the previous financial year duly certified by the Chartered Accountant.– **NOT APPLICABLE**
- iv. Scanned copy of Income-Tax Permanent Account Number card
- v. Scanned copy of GST, ESI & EPF registration certificate
- vi. Copies of original registration certificate documents incorporating the legal entity and defining its legal status, place of registration and principal place of business, etc.
- vii. Declaration of Authorized Representative in **Form-V** (if applicable) **in non-judicial stamp paper** with denomination not to be lesser than Rs.100/- duly signed by all Partners / Directors. The bidder must submit the resolution copy of the Firm/LLP/Company authorizing a partner to represent the bidder including signing of bid and discharge of all Tender/ bid related matters, else, all the Partners / Directors of the Firm/LLP/Company have to sign the Form V in non-judicial stamp paper in duly authorizing Partner / Person/Director to represent. – **NOT APPLICABLE**
- viii. Declaration of no deviation on Technical and commercial terms and conditions in **Form VII**.
- ix. Local Content declaration & Self Certification as per **Form- XI** – **NOT APPLICABLE**
- x. Details of Technical Manpower to be deployed for execution of work [wherever applicable **if specifically asked for in bid document**].
- xi. Scanned copy of valid license "ESB/"ESA"/"EA" grade issued by the Licensing Board [**wherever applicable if specifically asked for in bid document**]
- xii. Filled in & signed Integrity pact as per **Form XII** prepared in Non-judicial stamp paper, **if applicable** as per **Clause No.2.14.2** of ITB.

- xiii. Technical proposal comprising of detail specifications of the offered equipment/system, detailed scope of work conforming to & in consonance with the tender document. **[wherever applicable if specifically asked for in bid document]**
- xiv. Preliminary project plan indicating the outlay and details of programme for execution of the work, **[wherever applicable if specifically asked for in bid document]**
- xv. Any other documents which need to be uploaded, as a support to bidder's qualification/ responsiveness to the bid.
- xvi. In addition, the following information as detailed below should also be submitted
- Scanned copy of duly filled in Bid cover letter – **Form-I**
 - Scanned copy of letter informing/conforming against that firm have not have been declared ineligible / black listed/debarment and Information regarding any litigation and arbitration against the Port in filled in **Form-VI**
 - Scanned copy of Bank details (**Form- IX**) signed and duly filled
 - Scanned copy of signed and duly filled Tender acceptance letter-**Form X**
 - Scanned copy of **Form –VII** signed and duly filled (Schedule of No Deviation)
 - Declaration by the bidder of not making any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act (PC Act) in connection with the bid. (**As per Form-VIII**)
 - Declaration of Power of Attorney as per **Section IV clause No.4.1.5 (a)** (As per **Form XIII**)
 - Declaration of Power of Attorney for Consortium as per **Section IV clause No.4.1.5 (b)** (**As per Form XIV**)
 - Joint Bidding Agreement as per **Section IV clause No. clause No.4.1.5 (e)** (As per **Form XV**)
- xvii. In order to file an error-free tender/bid, the bidders may make use of the qualification documents to be uploaded list provided in the **Pre-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. Scanned copy of duly filled in **Annexure A** shall be uploaded by the Bidder.

NB: *Please note that bidders should upload only the documents that are mentioned in the preceding clauses. The bidders need not send any documents (Hard Copy) to the Tender Inviting Authority. The NIT, corrigendum/ addendum published by Tender Inviting Authority need not be uploaded and will be deemed to be part of the bid. Bid documents may be scanned with 100dpi with black and white option which helps in reducing size of the scanned document.*

Cover B – “Financial Bid” shall comprise Price Schedule

2.11.6.3 **Price proposal by the bidder:**

- In the E-Procurement Portal, an intelligent Price Schedule / Bill of Quantity in Microsoft Excel format shall be made available to the bidder.
- The bidder shall bid for the whole works as described in the Price Schedule.

- c. The bidder shall be deemed to have satisfied himself/herself as to the correctness and sufficiency of the Tender and the rates and prices quoted in the Price Schedule, all of which shall cover all his/her obligations under the Contract and all matters & things necessary for the proper execution and completion of the work and the remedying of any defects therein.
- d. Bidders shall submit offers that fully comply with the requirements of the Tender documents. Conditional offers or alternative offers will not be considered in the process of bid evaluation.

2.11.7 **FORMAT AND SIGNING OF BID:**

2.11.7.1 The bidder shall upload the completed bid at his/her convenience within the final date and time of submission. The bidder shall only submit a single copy of the required documents and Price Bid in the portal. The Bidders are advised to upload the completed Bid document well ahead of bid closure time to avoid any last-moment problem of power failures, network failure, etc. VOCPA shall not be responsible in any manner.

2.11.7.2 The bidder shall ensure the correctness of the bid prior to uploading and also ensure clarity/legibility of the document uploaded by him/her to the portal, especially the scanned documents. Non-submission of legible documents may render the bid non-responsive. However, VOCPA, if so desires, can ask for legible copies or original copies of scanned documents and statements uploaded in the portal within the specified period for verification provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents within the stipulated date, his bid shall be considered nonresponsive.

2.11.7.3 The bidder shall digitally sign on all the statements, documents, certificates uploaded by him/her in support of the Pre-qualification and Responsiveness of the bid, owning responsibility for their correctness/authenticity. The bidder must note that misrepresentation of facts and/or submission of fraudulent documents or submission of bid in an irresponsible manner may disqualify the bidder from participating in any tender of VOCPA and also termination of any other ongoing contracts with forfeiture of the Security Deposit. VOCPA reserves the right to verify the authenticity of the documents/information submitted by the bidder.

2.11.7.4 Signatory of the bid documents shall be Bidder himself or a person duly authorised and holding power of attorney to do so on behalf of the Bidder, as furnished in **Form-XIII** of the bid document.

2.11.8 **DEADLINE FOR SUBMISSION OF THE BIDS:**

2.11.8.1 The online bidding will remain active till the last date and time of the bid submission. Once the date and time (Server date and time) are over, the bidder will not be able to submit the bid. The date & time of bid submission should remain unaltered even if the specified date for the submission of bids declared a holiday for the VOCPA.

2.11.8.2 The Tender Inviting Authority/ VOCPA may extend the deadline for submission of bids by issuing an amendment in accordance with **Clause No.2.9** of this Section, in which case all rights and obligations of the VOCPA and the bidders previously subject to the original deadline will then be subject to the new deadline. The new date after extension shall be available on the Tender portal.

2.11.9 **LATE BIDS:**

The system shall reject the submission of any bid through the portal after the closure of the receipt time. For all purposes, the server time displayed in the e-procurement portal shall be the time to be followed by

the bidder and concerned officers.

2.11.10 **MODIFICATION AND WITHDRAWAL OF BIDS:**

- 2.11.10.1 In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system, including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system, and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc. If the bidder fails to submit his/her modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.
- 2.11.10.2 In the E-Procurement Portal, withdrawal of bids is allowed. But in such a case, the bidder has to write a confidential letter with appropriate reasons for his/her withdrawal addressed to the Tender Inviting Authority and upload the scanned document to the portal in the respective bid before the closure of submission. The system shall not allow any equipment withdrawal after the expiry of the closure time of the bid.

2.12 **OPENING AND EVALUATION**

2.12.1 **BID OPENING:**

- 2.12.1.1 Bid opening dates are specified during the publishing of tender or can be extended vide corrigendum. These dates are available in NIT / Corrigendum as well as the home page of the portal.
- 2.12.1.2 If the specified date of bid opening is declared a holiday for VOCPA, the bids shall be opened at the appointed time on the next working day.
- 2.12.1.3 If the required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption, bid will not be for techno-commercial evaluation.
- 2.12.1.4 The Cover A – Techno-commercial Bid containing the techno-commercial documents listed in the Pre-Qualification and Responsiveness Information in Annexure A and any other documents uploaded by the Bidders as required for bidding purpose will be opened through online on the scheduled date and time 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.
- 2.12.1.5 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.

2.12.2 **CLARIFICATION ON BIDS:**

During evaluation and comparison of the bids, the VOCPA may, at his discretion, ask the bidder for clarification on the bid. The request for clarification shall be given in writing by registered/ Speed Post/Registered e-mail/uploaded on the e-procurement Portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered, or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and

which have not undergone change since then. (Example: if the Permanent Account Number, *registration with GST* has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a work /supply order without its completion/ performance certificate, the certificate can be asked for and considered. However, no new work supply/work order should be asked for so as to qualify the bidders.

2.12.3 **EVALUATION & COMPARISON OF BID:**

2.12.3.1 **Evaluation of Techno-Commercial Bid:**

In evaluation of the techno-commercial bid, conformity of the eligibility/ qualification, technical and commercial conditions to those in the bid document is ascertained. Additional factors, if any, incorporated in the tender documents may also be considered in the manner indicated therein. 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:

- i) The documents uploaded by the bidder as specified in **Form XVII** read with **Section II, Clause 2.11.6.2 (ii)**, will be evaluated basing on the performance certificate / work completion certificate of similar nature of the work and value of the work fulfilling the eligibility criteria.
- ii) The financial capability will be evaluated based on the information provided in **Form XVI of Annexure A** read with **Section II, clause 2.11.6.2 (iii)**.
- iii) After scrutiny of the documents uploaded in the **Cover A – Techno-commercial Bid**, the eligible bidders will be pre-qualified based on the details provided by them.
- iv) The Port may verify the original documents of the scanned copies uploaded by the Bidder during evaluation or at any time, if required. In case the documents submitted by the bidders found to be forged/ false, the port will take appropriate penal action including cancellation of the work order issued and blacklisting of the firm/ company for a period of 3 years.
- v) The 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.
- vi) Objections so received will be duly examined as per the terms and conditions of the tender and the decision will be posted on the website. The decision of the competent authority, in this regard, will be final and binding and no further objections will be entertained once the decision is finalised.

2.12.4 **Financial Evaluation:**

2.12.4.1 The due date of opening of **Cover B- Financial Bid** shall be scheduled and intimated to the prequalified bidders through portal.

2.12.4.2 The Financial Bid of the pre-qualified & responsive bidders will be opened on the pre-published / notified

date & time in the presence of bidders or their authorized representative who wish to be present. The participating bidders can also witness the opening of price bids on line by logging on to the portal with his DSC from anywhere.

- 2.12.4.3 The financial evaluation shall be made on the basis of Revenue Share indicated in the Price Schedule/ Bill of quantity. VOCPA is not bound to accept the highest quoted offer. Conditions, if any, with Price Bid shall not be considered for any purpose.
- 2.12.4.4 Evaluation of the bid does not exonerate the bidders from checking their original documents. VOCPA reserves the right to verify the authenticity of the documents/information submitted by the bidder.
- 2.12.4.5 As per Section-468 (Forgery for the purpose of Cheating) and Section-471 (using as genuine, a forged document) of IPC-1860, use of fraudulent/forged document for the purpose of participating in any tender is a punishable offense. Hence, in such cases, VOCPA shall have no other option than to take the following actions against the firm, which has resorted to use of forged/fraudulent documents in any tender. It is also applicable if, at a later date, the bidder is found to have misled the evaluation through wrong information.

At the time of the bidding stage

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

At the time of contract execution

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

- 2.12.4.6 Conditional bids may be rejected by VOCPA. Conditions, if any, on any document enclosed with Price Bid shall not be considered for any purpose.

2.13 AWARD OF CONTRACT

2.13.1 AWARD CRITERIA:

Refer clause 5.8 of SCC.

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

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

2.13.3 NOTIFICATION OF AWARD:

Prior to the expiration of Bid Validity, the Successful bidder will be notified in the form of Letter of Acceptance/ Award or Work Order which will be communicated by registered letter or by mail that his Bid has been accepted. The successful bidder has to furnish Performance Security & additional security (if

any), and Non judicial stamp paper for signing of Contract / Agreement within 15 (fifteen) days from date of issuance of Letter of Acceptance/ Award or Work Order. The issue of the letter of acceptance shall be treated as the closure of the Bid process.

2.13.4 **SIGNING OF CONTRACT:**

The successful has to furnish the Performance Security Deposit (PSD), as per the Tender Conditions. The Licenseeshall be required to execute an agreement in the proforma prescribed by the V.O.Chidambaranar Port Authority (**as per Annexure E**) on Tamil Nadu Government State stamp paper of the required value within 28 days from the date of issue of letter of acceptance /Work Order. In the event of failure on the part of the successful bidder to execute the agreement within the above stipulated period, or the period agreed by the Port, VOC port being in such circumstances entitled to treat the successful bidder as in breach of contract and proceed accordingly.

2.13.5 **PERFORMANCE SECURITY DEPOSIT or PERFORMANCE GUARANTEE:**

2.13.5.1 The successful bidder (Licensee) shall furnish an amount of **Rs. 1,54,06,800** /- (Rupees One Crore fifty four Lakhs Six Thousand and eight Hundred only) as Performance Security in the form of irrevocable Bank Guarantee obtained from the Nationalized / Scheduled bank having net worth of above Rs.100 crores having its branch at Tuticorin and payable at Tuticorin, as per specimen in **Annexure C** or online payment through RTGS/NFFT 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 Authority, Tuticorin |

The successful bidder may also submit the performance security in the form of Insurance Surety Bond.

Performance Security is to be furnished within 15days from the date of issuance of Letter of Acceptance/ Award or Work Order towards successful performance of the Contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the Licensee, including warranty period. However, the Engineer may relax the time limit of 15 days for submission Performance Security and extend it by further period of 10 days in extraordinary circumstances for the reasons recorded. If the performance Security is not deposited in time as prescribed above, the LOA shall stand cancelled automatically and the Earnest Money Deposit will be forfeited, and action shall be initiated as per **Clause No. 2.11.5.8 of ITB**

The Licensee shall furnish the BG towards performance security by the issuing bank directly to the Port.

This will not bear any interest. Bank Guarantee, obtained from the Nationalized Bank /Scheduled bank in the format prescribed, ***shall be in compliance with for a digital confirmation for the Bank Guarantee and the BG not complying with this shall not be considered.***

The Licensee shall ensure that the Performance Security is valid and enforceable until the Licensee has executed and completed the Works including warranty period and remedied any defects. If required, the Licensee shall extend the validity of the Performance Security accordingly.

The performance security will be forfeited in the event of breach of contract by the Licensee.

The performance security should be refunded to the Licensee without interest, after the Licensee duly performs and completes all obligations under the contract but not later than completion of the Warranty Period.

2.13.6 **Security Deposit / Retention Money:**

Refer clause 5.5 of SCC.

2.14 **OTHER INSTRUCTIONS**

2.14.1 **Deleted.**

2.14.2 **INTEGRITY PACT:**

For every work / procurement / contract the value of which is Rs.1crore and above, the Integrity Pact agreement format as given at **Form – XII** shall form a part of the bid document and it shall be prepared in Non-judicial stamp paper shall be uploaded along with technical bid by all the participating bidders and the original shall be submitted to Notice Inviting Tender Authority within 7 (Seven) days of opening of tender by all the participating bidders. The Integrity pact signed by the Purchaser and the bidder (successful bidder –Licensee) shall be made part of contract agreement.

The details of Independent External Monitors (IEM) are:

1) Shri Hermanprit Singh, IPS (Retd.),
12, Bevedre Road,
Alipore,
Kolkata – 700027.
Phone No: 9830197103
Email id: hermanprit@gmail.com.

2) Shri Trivikram Nath Tiwari, ILS (Retd.),
301-B Block – 3B, HIG DDA Flats,
Rani Jhansi Road, DDA Complex,
Motia Khan,
New Delhi – 110055.
Phone No: 9871788277
Email id: trivikramnt@yahoo.co.in

SECTION III
GENERAL CONDITIONS OF CONTRACT
CONTENT

| CLAUSE NO. | DESCRIPTION |
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| 3.1 | DEFINITIONS |
| 3.2 | USE OF CONTRACT DOCUMENT |
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| | |
|-------------|--|
| 3.26 | LICENSEPERIOD |
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SECTION III
GENERAL CONDITIONS OF CONTRACT (GCC)
CONTENT

3.1 DEFINITIONS:

In this contract, the following terms shall be interpreted as indicated.

- (a) “The License Agreement” means the agreement entered into between VOC Port Authority and the Licensee as recorded in the Contract Form signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) The “Licensor” is the Board of Members, VOC Port Authority (VOCPA). VOC Port Authority may, from time to time, by notice in writing to the Licensee, nominate a representative or representatives to perform specific duties of VOC Port Authority under the Contract. The notice shall specify the duties which the representative or representatives shall perform on behalf of VOCPA.
- (c) The Licensee is ____ (Name of Licensee to be inserted at the time of signing the Contract).
- (d) “Licensor’s Representative” means the person appointed by VOC Port Authority to act as the Engineer for the purpose of the Contract.

3.2 USE OF CONTRACT DOCUMENT:

The Licensee shall not, without prior consent of the Licensor, make use of any document except for the purpose of performing this contract.

3.3 TERMINATION:

The Board may, without any prejudice to any other remedy for breach of contract, by written notice of default sent to the Licensee, terminate the contract in whole or in part:

- (i) if the Licensee fails to execute the obligations under the contract within the period as specified in the contract, or any extension granted by the Board;
- (ii) if the Licensee fails to perform any other obligation under the contract and if the Licensee does not cure, after receipt of a notice of default, its failure within the time specified in the notice. The notice of default shall specify the nature of default as well as the time within which the default has to be cured by the Licensee.

In case of termination of contract for default by the Licensee, the Board may forfeit the security deposit and may not permit the Licensee to participate in any of the future tender of VOCPA.

3.4 RESOLUTION OF DISPUTE:

Normally, there should not be any scope for dispute between the Employer and Licensee after entering into a mutually agreed valid contract. When dispute/ difference / disagreement / claims of any kind arise, both the

Employer and Licensee should first try to resolve it amicably by mutual consultation failing which it shall be referred to conciliation & settlement Committee established by the Employer.

3.4.1 Amicable Settlement:

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

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

3.4.2 Conciliation:

In case any dispute is not resolved amicably as provided in Clause 3.4.1, the Licensee may agree to refer the matter to conciliation & settlement Committee established by the Employer/ Ministry of Ports, Shipping and Waterways. The procedure for reconciliation and settlement shall be followed as per the guidelines issued by the Ministry of Ports, Shipping and Waterways (Conciliation and Settlement Guidelines).

3.4.3 Arbitration:

If an amicable settlement is not forthcoming, the Dispute shall be referred to the Society for Affordable Redressal of Disputes - Ports (hereinafter called as SAROD - Ports). The dispute shall be dealt with in terms of Rules of SAROD - Ports. The detailed procedure for conducting Arbitration shall be governed by the Rules of SAROD - Ports and provisions of Arbitration & Conciliation Act, 1996, as amended from time to time. The Dispute shall be governed by Substantive Law of India.

3.4.4 JURISDICTION OF COURTS:

All such disputes, which could not be settled at the intervention of Chairman, VOCPA, shall be subjected to the jurisdiction of the courts at Tuticorin only.

3.5 FORCE MAJEURE:

In the event that the Licensee delays in performing its obligations in the contract, and such delay is caused by force majeure including war, civil resurrection, strikes (other than the strike solely by the Licensee's men), fire, flood, epidemics, earthquakes, extremely adverse climatic conditions, such delay may be excused and the period of such delay may be added to the time of performance of the obligations without any price implications.

If a force majeure situation arises, the Licensee shall promptly notify the Board in writing of such condition and the cause thereof, **but not later than 7 days from its occurrence**. Unless otherwise directed by the Board in writing, the Licensee shall continue to perform its obligations under the contract as far as reasonably

practicable. The Licensee shall demonstrate to the Board's satisfaction that it has used its best endeavor to avoid or overcome such causes of delay and the parties will mutually agree upon remedies to mitigate or overcome such causes of delay without having any right to any claim on account of such force majeure.

VOC Port Authority is not liable for the warranty obligations between Licensee and Crane Manufacturer. Hence any breakdown during warranty period and thereafter due to any reason thereof shall not be covered under FORCE MAJEURE.

3.6 TIME EXTENSIONS:

The Licensee may claim extension of the time limits in respect of installation and commissioning of HMC(s) in case of:

- a) Changes ordered by VOCPA.
- b) Delay in supply of any materials or services which are to be provided by VOCPA.
- c) Force Majeure;
- d) Delay in performance of work caused by orders issued by VOCPA. The Licensee shall submit the claim, within 7 days of occurrence of such delay, clearly indicating the justification for such extension and with necessary documentary evidence.

3.7 INSURANCE:

All the men/women to be deployed by the Licensee for performing the contract shall be insured against injury/ accidents/death, by the Licensee at his own cost.

The Licensee shall indemnify VOC Port Authority against all losses and claims in case of death or injury caused to any person by him during the execution of the work.

3.8 COMPLIANCE WITH STATUTES, REGULATIONS:

The Licensee shall comply in all respects, with all statutes and regulations as may be necessary, including clearance from State/Central Govt. authorities, Pollution Control Boards, labour enforcement and local authorities. The Licensee shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central and State legislation as well as any by-laws of any local authorities regarding labour, particularly the Minimum wages Act, Factories Act, Workmen's Compensation Act, Employees' Provident Fund and Family Pension Fund Act, Employees' State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National and Festival Holidays Act, Shop and Establishment Act, The Apprentice Act and keep the Employer indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the Licensee. The price quoted by the Licensee in the Bill of Quantity shall be deemed to include all expenses whatsoever the Licensee may be required to incur for the compliance with the provisions of the above said legislation. The Licensee shall make necessary arrangements for the Licensee to witness the payment made by the Licensee to his staff and labour.

3.9 INDEMNIFICATION:

The Licensee shall indemnify, protect and defend at its own cost, VOC Port Authority and its agents and employees from and against any / all actions, claims, losses or damages directly or indirectly arising out of

- a) Any violation by the Licensee in course of its execution of the contract of any legal provisions or any right of

third parties;

- b) Licensee's failure to exercise the skill and care required for satisfactory execution of the contract.

3.10 DEDUCTIONS:

While performing under the contract, the damages caused by the Licensee or his workmen to any of the Port Authority property shall be promptly made good by the Licensee at his own cost. In case the Licensee fails to repair/replace the damage, VOC Port Authority shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the Licensee. In determination of the damage, the opinion of the Engineer In-charge (EIC) shall be conclusive.

Any dues arising out of failure on the part of the Licensee to carry out any obligation under the contract shall be deposited by the Licensee within 30 days from receipt of such intimation from Licensor. Non-deposit of such dues within the specified time shall result in one or combination of following actions which will be taken by Licensor.

- (i) Adjusting from Performance Security Deposit by encashing the Performance Security Deposit. The balance amount of Performance Security Deposit shall be refunded after submission of new BG having validity as of earlier BG.
- (ii) Non deployment of HMC for operation with immediate effect.
- Where the dues exceed the amount of Performance Security Deposit, VOC Port Authority reserves right to:-
- (i) Forfeit the Performance Security Deposit.
- (ii) Recover the amount from any other contract under execution by the licensee in VOCPA.
- (iii) Clause 27.0 of GCC-Earlier Termination to be invoked.

3.11 VARIATION IN PRICE OFFER:

There should not be any overwriting, erasure and corrections in the price offer. In case of variation between the amount quoted in words & figures, the amount quoted in words shall prevail and in case of variation between rate and amount, the quoted rate shall prevail.

3.12 PERSONAL PROTECTIVE EQUIPMENT:(PPE)

The Licensee shall be solely responsible, at his own cost, for the supply of required PPE to his workers and staff and he shall also ensure the use of PPE such as helmets, nose masks, hand gloves etc. by his staff at site.

3.13 CONDUCT:

The Licensee, at all times during execution of the contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the neighborhood of the works.

3.14 ACCIDENT:

The Licensee shall, within 24 hours of the occurrence of any accident, at or about the worksite or in connection with execution of the contract, report such accidents to the Engineer In charge giving all the details. He shall also provide additional information about the accident as requested by the EIC.

3.15 WATCH ANDWARD:

During the execution of the contract, it shall be the responsibility of the Licensee to arrange watch and ward of the work including the raw materials, machine / equipment / system used for the work at his own cost till the date of acceptance of the work by VOCPA.

3.16 ENGINEER IN CHARGE:(EIC)

The EIC of this contract shall be as specified in the LOI/ Work Order.

3.17 Deleted.

3.18 UNDERTAKING BY THE LICENSEE:

Having understood all the terms and conditions of the tender document and having assessed the site conditions, we hereby confirm that the price offered by us is a firm price and includes all the taxes, duties, fees, Cess etc. and all incidental charges, etc.

3.19 ASSIGNMENT AND SUBLETTING:

The Licensee shall not transfer the equipment for operation to any 3rd party either by way of sub-license, assignment, rent or any other means without written permission of VOCPA.

3.20 SAFETY AND SECURITY:

At all times during the operation of the crane the licensee shall adhere to the highest standards for the safety of the vessel, of the people working on board and shore and property of VOCPA. In case of accidents, the licensee shall be accountable for all the liability and losses. The licensee shall be solely responsible for any damage to the vessel, Port properties and human lives during the operation of the crane. The security of the equipment will also be the responsibility of the licensee. Any damage to Port property should be made good by the licensee within an agreed period at his cost failing which VOCPA reserves the right to initiate steps to make good the damage at the cost and risk of the licensee.

3.21 UTILITIES:

VOCPA, on request of the licensee may provide required housing on payment of applicable house rent to accommodate the operational and maintenance staff of the licensee. Port entry permits on payment will also be issued to the licensee's staff.

3.22 OBLIGATION TO OBTAIN ALL STATUTORY CLEARANCES, PERMISSIONS:

The licensee shall, at its own cost, obtain and maintain valid statutory clearances and permissions as may be required as per law for operating the Harbour Mobile Crane(s).

3.23 TAXES, LEVIES, ETC.:

The licensee shall pay all lawful taxes including service tax, duties, cess, assessments, charges etc which may be levied by any govt. authority or tax levying agencies from time to time.

3.24 INSURANCE, ETC.:

The licensee shall take all necessary insurance covers as required by law and ensure that these are valid throughout the license period.

3.25 NONUISSANCE/ANNOYANCE TO OTHERS:

The licensee shall not indulge or allow anybody else to indulge in anything which may be or may become nuisance or annoyance to the Port or any other agency in the vicinity of the licensed premises.

3.26 LICENSE PERIOD:

The License period is for a period of five years from the date of commissioning of the crane inside the Port,

3.27 EARLIER TERMINATION:

The Port awards the license to the licensee upon the conditions that the licensee shall perform in accordance with the terms and conditions of the license. In the event of violation of any such terms and conditions by the licensee, VOCPA may terminate the license after giving 120 days notice.

3.28 NO COMPENSATION ON EXPIRY OF LICENSE PERIOD:

No compensation whatsoever shall be payable by the Port to the licensee on termination of license prior to the expiry of the license period.

3.29 ALLOTMENT OF VESSEL & COLLECTION OF CHARGES:

The vessel allotment shall be decided by the Traffic Department and intimated to the licensee through the EIC. Accordingly, requisition for engagement of HMCs will be given by exporters/importers/cargo owners/other users to the licensee through the EIC.

The licensee shall collect the charges from the users as per the tariff indicated in **ANNEXURE-F**

3.30 VARIATION IN CONDITIONS OF CONTRACT:

In case of any requirement / condition specified in the Scope of Work, it shall prevail over all other conditions. It may please be noted that at any time prior to the dead line for submission of Bids, VOC Port Authority may, for any reason, whether at its own initiative or in response to a clarification requested by any prospective bidder, modify the tender document by amendment / issue of addendum. In such cases, VOC Port Authority may, at its discretion, extend the dead line for submission of bid.

SECTION IV
SCOPE OF WORK
CONTENT

| CLAUSE NO. | DESCRIPTION |
|------------|--|
| 4.1 | ABOUT PROPOSED LICENSEE |
| 4.2 | CRANES TO BE INSTALLED |
| 4.3 | DESIGN CRITERIA |
| 4.4 | LICENSOR'S OBLIGATION |
| 4.5 | LICENSEE'S OBLIGATION |
| 4.6 | PERFORMANCE OF THE CRANE |
| 4.7 | MAINTENANCE |
| 4.8 | MINIMUM GUARANTEED AVAILABILITY AND MINIMUM GUARANTEE EFFICIENCY (BERTH DAY OUTPUT) OF HARBOUR MOBILE CRANES |
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| 4.13 | FLEXIBILITY IN OPERATION |
| 4.14 | SHIFTING OF HMC |

SCOPE OF THE LICENSEE

4.1 ABOUT PROPOSED LICENSEE:

VOC Port Authority is located on the East coast of India. The Port intends to provide shore-based facilities to load / discharge dry bulk cargo. The Port would like to encourage registered stevedores, bonafied importers / exporters or their subsidiaries, service providers and other interested eligible bidders for Financing, Deployment, and Operation & Maintenance of Harbour Mobile Crane (HMC) of not older than 10 years as on NIT date from the date of commissioning with 120-Ton capacity or above from the date of commissioning. The license period will be for a period of five years. **Deployment of old cranes will be considered subject to proper fitness certificate from OEM.**

The prospective bidders are advised to visit the Port with prior intimation to Chief Mechanical Engineer, VOC Port Authority and inspect the General Cargo berths where the HMCs would be working after installation. The Port intends to install 04 nos. 120 Ton or above HMC. However, VOCPA reserves the right to vary no. of cranes to be deployed as per the requirement of the VOCPA at the time of finalization of this tender depending on the prevailing situation.

The successful bidder, on receipt of Letter of Intent shall have to submit a detail proposal about the type of crane he is proposing to install along with the technical details including the size and capacity of the grab.

4.2 CRANES TO BE INSTALLED:

The crane shall be installed & commissioned within a period of 14 months in case of new cranes and 4 months in case of old cranes subject to proper fitness certificate from OEM, from the date of Signing of Agreement. The licensee shall arrange to install & commission crane in the Port area within the stipulated period. The licensee shall submit the documentary evidence such as relevant certificates from DG FASLI and all other statutory bodies towards the readiness of the HMCs for commencing the operation.

4.3 DESIGN CRITERIA:

Technical Specifications of the required four numbers of 120T capacity or above Harbor Mobile crane may be as follows:

| | |
|--|---|
| Lifting capacity of HMC | Greater than or equal to 120T |
| Uniform load distribution | The berth is designed for live load of 5 MT/m ² and truck load of Class AA loading. |
| Maximum Reach | Greater than or equal to 48Mtrs |
| Mode of operation | Both hook and grab, Diesel / Electrically operated |
| Grabs – 2 Nos. per crane (one for handling coal and other for handling fertilizers and copper concentrate) | Suitable for handling copper concentrate, fertilizer, sulphur, coal etc. of density varies from 0.8MT/m ³ to 2. 0MT/m ³ |
| Year of manufacture | Not older than 10 years |

The bidder may please note that the above specifications mentioned are minimum only. However, Licensee may design the above equipment with higher specifications and latest technologies to meet the Project requirement. The bidder may adopt its own design so as to fully meet the functional requirements in all respects without sacrificing the safety, quality, efficiency and reliability in any manner. All the material, equipment offered and used in the execution of the work shall be suitable for sustained service in a marine atmosphere and cyclone prone environment.

4.3.1 INSTALLATION & COMMISSIONING OF THE CRANE:

- a) Bidders are required to supply and operate the above said Harbour Mobile Cranes including operation and maintenance.
- b) The crane(s) has to be supplied, installed and commissioned within 14 months in case of new cranes and 4 months in case of old cranes subject to proper fitness certificate from OEM, from the date of signing of agreement. The licensee shall finalize and place the purchase order on the crane manufacturers at the earliest & will submit the copy of Purchase Order along with a bar chart clearly indicating the dates for all the activities starting from placement of purchase order to commissioning of the HMC. Failure to submit the copy of Purchase Order for the HMCs within 60 days from the date of signing of agreement may result in cancellation of LOA with forfeiture the EMD & termination of the contract with debarring the firm to participate in future tender for a period of 03 years.

4.3.2 OPERATION OF CRANES:

- a) The license period shall be 5 years from the date of Signing of Agreement.
- b) Bidders are required to operate HMCs as per requirement round the clock for the license period of 5 years. Licensee shall take back the deployed cranes and grabs after completion of 5 years period.
- c) Experience/Qualified Technicians/Staff are to be employed by the Applicant/Bidders as per guidelines of the Labour Act and IDLR Act to operate and maintain the cranes round the clock for cargo handling operations.
- d) The proposed Harbour Mobile Cranes are required to work in berth Nos. I, II, III, IV V, VI and any other berths at the discretion of VOC Port Authority.
- e) The proposed HMCs shall be used only for unloading and loading of cargoes from and into the ship,. The proposed cranes shall not be used for any other purposes without obtaining written permission from the Authority.
- f) The Licensee shall carry out repair, maintenance and operation of the proposed harbour mobile cranes at their own cost.
- g) Compliance with Indian Dock Labour regulations, contract Labour Act, Motor Vehicle Act, Insurance for men and machines covering all risks and other statutory laws etc shall be ensured by the Licensee during the License period.
- h) The proposed HMCs shall be used only for unloading and loading of cargoes from and into the ship. Licensee shall get approval from the port official for handling other cargo/other operations. Bidder has to pay Revenue Share for this purpose due to the port. Licensee should ensure that ship operation does not get affected due to handling of other cargo. If re-loading comes in the way of ship operation 'alongside ship' the same will be construed as ship operation using the crane.
- i) Licensee shall register the request for Harbour Mobile Crane received from various port users through on-line which shall have an access to Traffic Department of VOC Port Authority. The allotment of the HMC's made by the Licensee shall be with the approval of Traffic Manager, VOC Port Authority or his representative.
- j) The Port's decision for allotment of HMC shall be binding on the Licensee.
- k) If any one of the crane is not available for operation for a period exceeding 90 days continuously, the

performance guarantee will be encashed by the port. If the Licensee desires to substitute any of the approved cranes due to break downs/repair/ services etc, this should be done only after obtaining prior approval from the Chief Mechanical Engineer. The substitute crane should strictly conform to the tender specification.

4.4 LICENSOR'S OBLIGATION:

- (i) Electricity, water & land for execution of the work shall be provided on payment of applicable tariff of VOC Port Authority required for commissioning and operation of the Crane.
- (ii) Administrative support only, for obtaining clearance from any statutory authority, shall be provided by VOCPA.
- (iii) On successful completion of all the obligations under the contract and on the request of the Licensee, VOCPA shall issue a "Work Done Certificate" in the prescribed format only and with the approval of the Chief Mechanical Engineer, VOCPA. In case of JV the work done certificate shall be issued in favour of the association clearly indicating the names of its members.

4.5 LICENSEE'S OBLIGATION:

- (i) All the materials and works, including labour, required to complete the work satisfactorily is covered under the scope of the Licensee.
- (ii) It shall be the responsibility of the Licensee to ensure that the persons engaged for the work are clear from Security angle.
- (iii) Licensee shall nominate an Authorized Representative for carrying out all the transactions with VOCPA including receipt of payment.
- (iv) The Licensee, at his own cost, shall be solely responsible for the following:
 - a) To pay all the taxes, duties, cess, fees, levies and all other dues imposed by any authority in India or abroad as the case may be.
 - b) To execute the work with due diligence, efficiency and in conformity with sound engineering, administrative and financial practices to protect the interest of the Licensor.
 - c) To follow metric system and follow the latest design criteria and ensure that the design is suitable for the intended purpose, even though the GA Drawings are approved by VOCPA.
 - d) To co-ordinate without side agencies for obtaining permission/approval/clearances etc. that may be required to execute the work.
 - e) To extend all reasonable opportunities to other Licensees employed by the Licensor for carrying out their work.
 - f) To keep the work site free from obstruction.
 - g) To maintain site account of materials, clearly indicating relevant information such as **description of the material, source, date of delivery at site, date of consumption at site**. The Licensee shall also maintain hindrance register, site instructions register, complaint register and daily progress monitoring register and the EIC shall verify the registers as and when required and sign the same,

duly recording his remarks.

- h) To arrange for transport, gate pass, accommodation, medical facility etc. for the workmen deployed under this contract at his own cost.
- i) To maintain Cargo Handling records in a format acceptable to VOCPA.
- j) To keep the Insurance of Man and Machines.

4.6 PERFORMANCE OF THE CRANE:

The crane should always be available on demand with 4 hrs. prior notice.

4.7 MAINTENANCE:

Maintenance of Harbour Mobile Crane is the responsibility of the licensee for efficient & reliable operating conditions so as to ensure maximum availability and productivity of the equipment.

The Licensee shall deploy an effective maintenance team comprising of engineers & technicians to take up preventive, predictive and corrective maintenance activities during the license period.

PREVENTIVE MAINTENANCE

It covers the maintenance activities to be done as per preventive maintenance schedule (PMS) which is related to time like daily/weekly/monthly/quarterly/half-yearly/yearly basis or equipment running hour as per the recommendation of OEM. The Licensee shall prepare a routine maintenance plan as per the recommendation of OEM and ensure timely maintenance of the system. The work which cannot be taken up as per schedule for some reason can be taken up at a deferred schedule. PMS record should be maintained by the licensee which can be produced to EIC for verification on demand. For routine preventive maintenance, each crane will be allowed one & half hours daily and three days in a month. The HMC provider may avail three days for the crane maintenance in consultation with Traffic Dept. With written clearance from them.

4.8 MINIMUM GUARANTEED AVAILABILITY AND MINIMUM GUARANTEE EFFICIENCY (BERTH DAY OUTPUT) OF HARBOUR MOBILE CRANES

1. MINIMUM GUARANTEED AVAILABILITY

Licensee shall unconditionally guarantees the Licensor the minimum guarantee availability of 90% per crane per month. The availability shall be calculated for each crane/ each month as under:

Availability

Let A = Number of possible equipment hours in a month (24 hours x days in that month)

B = Number of hours the equipment is available for work

C = Number of hours the equipment is under major overhaul or under scheduled (or periodic) maintenance or under preventive maintenance in a month,

D = Number of hours the equipment is under breakdown maintenance in a month.

$$\text{Then } B = A - (C + D)$$

$$\text{Availability} = B/A.$$

2. MINIMUM GUARANTEE EFFICIENCY (BERTH DAY OUTPUT)

Licensee shall handle minimum cargo as detailed below or tonnage of proportionate hours of actual working hours.

For Dry Bulk Cargo - 12500 Metric tonnes (average)/per day per crane

For Break Bulk Cargo
Steel and Bagged Cargo - 6000 Metric tonnes (average)/per day per crane

The calculation of actual working hours of HMC is as under:

Working Hours = 24 hours - the time not attributable to the HMCs.

Accordingly, the berth day output will be worked out.

3. Penalty if Minimum Guaranteed Availability is not achieved

Since the hire of crane is based on tonnage, 25% of revenue share applicable to shortfall in working hours below 90% multiplied by normative tonnage (lowest tonnage among various cargo groups) and multiplied by the rate applicable for normative tonnage under the head “Foreign” will be collected as penalty.

The equation is as under:

Penalty = 25% X The normative tonnage (lowest tonnage among various cargo groups) for shortfall period X Revenue share X Tariff for normative tonnage / T

Example:

The normative tonnage is 6,000 tonnes/ days. If there is a Shortfall in availability is 24 hrs, the normative tonnage for short fall of 24 hrs is 6,000 tonnes. The Tariff for normative tonnage is Rs.157.58 per Ton. The penalty towards shortfall in Minimum Guaranteed availability is as follows:-

Penalty = 6000T X 26.55% X 25% X Rs.157.58/T = Rs.62,756/-

4. Penalty if the Minimum Guaranteed Efficiency is not achieved

Penalty will be levied for the short fall in the Minimum Guaranteed Efficiency at a rate of 25% of the revenue share corresponding to the short fall in the tonnage multiplied by the rate applicable for normative tonnage under the head “Foreign”

Penalty = 25% X The shortfall tonnage X Revenue share X Tariff for normative tonnage / T

Example:

Consider there is a Shortfall in efficiency of 1000T. The Tariff for normative tonnage is Rs.157.58 per Ton. The penalty towards shortfall in Minimum Guaranteed efficiency is as follows:-

Penalty = 1000T X 26.55% X 25% X Rs.157.58/T = Rs.10,459/-

Note :i) The Minimum Guaranteed Availability of Harbour mobile cranes and Minimum Guaranteed Efficiency will be monitored by Traffic Department of V.O.Chidambarabar Port Authority

ii) The short fall in availability and efficiency will be attested by Port’s Traffic Department Officials and Licensee’s representative daily.

4.9 MAINTENANCE OF RECORDS:

The Licensee shall maintain the following records:

- Operation Register/Log Book
- Scheduled maintenance Register/Log Book
- Break Down Maintenance Register/Log Book
- Site Inspection Register.
- Site Materials Account Register.

- f) Hindrance Register.
- g) Complaint Register

The format of the above Log Books shall be as per the requirement of the Engineer-in-charge.

4.10 MONTHLY REPORTS:

The Licensee shall provide to the Licensor, Monthly reports on cargo traffic, percentage availability on daily basis, unit gross output/ discharge rates at berth, no. of hours /shifts of operation and tonnage handled and monthly availability statement. Tariff earned and collected in respect of Project Facilities and Services and effective working time to waiting within 15 (fifteen) Days following the end of each Month, and any other information relating to operations which the Licensor may require from time to time. If so desired by the Licensor, the Licensee shall provide the reports in prescribed formats and in electronic form so as to provide online access to the Licensor and its representatives.

4.11 NON-PAYMENT OF PENALTY AMOUNT:

The penalty arising out of any reason shall be deposited by the Licensee within 30 days from receipt of such intimation from Licensor. Non-deposit of penalty within the specified time will attract interest as per SOR from the date of default and shall be resulted in one or any combination of following actions which will be taken by Licensor.

- (i) Adjusting from Performance Security Deposit by encashing the Performance Security Deposit. The balance amount of Performance Security Deposit shall be refunded after submission of new BG having validity as of earlier BG.
- (ii) Temporary suspension of License of HMC for operation with immediate effect.
- (iii) Recovery of the amount from any other contract under execution by the Licensee in VOCPA.
- (iv) Invocation of Clause 27.0 of GCC- Earlier Termination.

4.12 MAINTENANCE OF CONTEMPORARY RECORDS:

The licensee shall maintain requisition and supply records, cargo handling records etc. with timings for compilation to ascertain the monthly performance of the crane. The format for such records and other necessary operational records shall be finalized in consultation with the Engineer-in-charge and the representative of the Traffic Department. Also these formats or new formats shall be revised/derived if required during the license period. For this purpose, the licensee shall have to provide a set of latest computer with a printer in the control room of the crane for generation of records pertaining to operation and maintenance of the crane.

4.13 FLEXIBILITY IN OPERATION:

The licensee shall be permitted to install the crane inside the Port prohibited area and to be operated at Port operated berths depending on the operational requirement by the Port. It will be ensured that quantity of cargo to be handled by the HMCs during the financial year will be rationalized based on capacity as well as availability of HMCs. However, VOCPA does not give any cargo commitment to the bidder/licensee. If required, multi-operation of HMCs can be undertaken by VOCPA for vessel loading/unloading operations.

4.14 SHIFTING OF HMC:

If there is a requirement to shift the HMC in the interest of the Port operation, the licensee has to shift their crane to a suitable place as per the direction of EIC without any cost and risk to Licensor.

SECTION V

SPECIAL CONDITIONS OF CONTRACT

5.1 JOINT VENTURE:

- 5.1.1 The invitation for bid is also open to Joint Venture (JV) / Consortium meeting the eligibility criteria defined in **Section – I (NIT)**.
- 5.1.2 Members / partners of Joint Venture (JV) / Consortium shall have an equity share of at least 26% (twenty six percent), provided that each such member shall, for a period of 2 (two) years from the date of commencement of the contract, hold equity share capital not less than 26% (twenty six percent) of the subscribed and paid up equity.
- 5.1.3 Maximum number of partners/ members in Joint Venture (JV) / Consortium shall be limited to three. All the partners shall be jointly and severally liable for the successful completion of the work.
- 5.1.4 The Joint Venture (JV) / Consortium should fulfil the criteria as specified in Section – I (NIT) collectively.
- 5.1.5 Where the bidder is a ‘Consortium’, it shall be required to comply with the following requirements:
- (a) Members of the Consortium shall nominate one member as the ‘Lead Member’ who shall have an equity share holding of at least 26% of the paid up and subscribed equity. The nomination(s) shall be supported by a Power of Attorney, as per the format at **FORM-XIII**, signed by all the other members of the Consortium; Lead Partner / member is responsible for signing Agreement with VOCPA and shall be authorized to incur liabilities and receive instructions for and on behalf of all the partners of joint venture.
 - (b) The Tender / Bid shall contain the information required for each member of the Consortium as per **FORM-XIV**;
 - (c) The Bidder shall include a brief description of the roles and responsibilities of individual members of the consortium, particularly with reference to technical and financial obligations, as per **FORM-XIV**;
 - (d) An individual (single entity) Bidder participating in the instant tender shall not be a member of any other Consortium participating in the instant tender; further, a member of a particular Consortium shall neither submit any tender individually nor shall be a member of any other Consortium participating in the instant tender.
 - (e) Members of the Consortium shall enter into a binding Joint Bidding Agreement (JBA) (substantiated in the form specified at **FORM-XV**), for the purpose of submitting Bid. The JBA, to be submitted along with the Tender, shall, inter alia:
 - (i) Clearly outline the proposed roles and responsibilities, if any, of each member;
 - (ii) Commit the minimum equity stake to be held by each member;
 - (iii) Commit that each of the members, whose experience will be evaluated for the purposes of this Tender, shall subscribe to 26% (twenty six per cent) or more of the paid up and

subscribed equity and shall further commit that each such member shall, for a period of 2 (two) years from the date of commencement of container handling operation under the contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity share capital;

- (iv) Include a statement to the effect that all members of the Consortium shall be liable and responsible jointly and severally for all obligations of VOCPA in relation to the contract throughout the contract period.
- (f) Except as provided under the Tender Document, including its Corrigendum, if any, there shall not be any amendment to the said JBA without the prior written consent of VOCPA.

5.2 EXEMPTION OF COST OF TENDER DOCUMENT & EMD:

The Bidder shall submit the duly signed Bid Security Declaration accepting that if they withdraw or modify their bids during period of bid validity, they will be debarred from participating in future tender of VOCPA for a period of 03 or more years as decided by VOCPA. This declaration shall be furnished in the EMD Bid of the tender failing which the Bid shall not be opened. The Bid Security Format is at Annexure-D.

5.3 PERFORMANCE SECURITY DEPOSIT / PERFORMANCE GUARANTEE: (In Conjunction with Clause No.2.13.5 of Section-II, ITB)

The successful bidder shall submit performance security deposit with initial validity of one year and the same may be extended every year till completion of total 76 Months (14 Months for commissioning + 60 Months License period + 60 days additional) in case of new cranes and 66 Months (4 Months for commissioning + 60 Months License period + 60 days additional) in case of old cranes.

5.4 BID PRICES:

- The bidders shall quote revenue share which will be paid per month for the revenue earned during the month. The highest revenue share offered shall be accepted by VOCPA.
- Deleted.**
- The Revenue Share amounts remaining unpaid on respective due dates would carry interest at rate equal to 3% above the Bank Rate per annum from the due date till the date of payment or realization thereof.

5.5 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY & QUALIFICATION:

In addition to the procedure and documents outlined at Section II, Clause No.2.11.6 (Documents comprising the bid) at Instruction to Bidder (ITB), following documents to be submitted as per the format given in Section VII – Annexures & Forms.

| | |
|------------------|------------------------------------|
| FORM-XVI | Financial Capability (Modified) |
| FORM-XVII | Similar Work Experience (Modified) |

N.B.: a) The Form- XVI shall be used instead of Form-III;

b) Form XVII shall be used instead of Form –IV

5.6 DATE OF COMMENCEMENT OF WORK:

14 months in case of new cranes and 4 months in case of old cranes subject to proper fitness certificate from OEM, from the date of Signing of Agreement. Please refer Section-4 (SOW), Clause No.4.2.

5.7 PERIOD OF CONTRACT:

The Contract shall be for a period of 5 (five) years to be reckoned from the date of commencement of contract.

5.8 AWARD CRITERIA:

- i. VOC Port Authority will award the contract to the bidder whose bid has been evaluated to be techno-commercial responsive and the highest evaluated Bid.
- ii. The bidder has to quote revenue share for two numbers of cranes only. The reserve revenue share is 26.55%.
- iii. In case of different revenue share offered by different bidders then the highest revenue share offered by the bidder shall prevail.
- iv. Other bidders shall have to match the highest quoted price for two numbers of cranes starting with H2, once H1 bidder is finalized. The H2 bidder will be given the first right of refusal and so on. In the event of H2, H3, H4...so on, not agreeing to match the highest offered price, then fresh offers shall be invited through open tender for the balance HMCs.
- v. If three or more than three no. of bidder quotes the same highest revenue share then revised price bid will be asked from the bidders who have quoted the same highest Revenue Share.
- vi. The revised price bid will be submitted by the bidder on the scheduled date and time as communicated by VOCPA. The revised price bid offered should be over and above the highest revenue share obtained through e-tender.

5.9 SECURITY DEPOSIT/ RETENTION MONEY

Not applicable.

5.10 LIQUIDATED DAMAGES

Subject to any of the provisions of this Agreement providing for extension of time for performance or excuse from performance, as the case may be, of any of the obligations of the Licensee under this Agreement, the Licensee shall pay to the Licensing Authority liquidated damages at the rate of 0.56% (zero point five six percent) of the Performance security deposit for every Day of delay in fulfilling the specified obligations on or before a Milestone Date. The Parties agree that the liquidated damages as provided are a genuine pre-estimate of the damages the Licensing Authority is likely to suffer and are not by way of a penalty. In case the aggregate delay exceeds 180 (one hundred and eighty) Days, the Licensing Authority shall be entitled to terminate this Agreement and the consequences of termination as laid down in Article 3.3 of GCC shall follow. The Licensing Authority may, at its discretion recover any amounts with respect to liquidated damages from the Performance Security Deposit.

5.11 LEASE RENT

The licensee shall have to pay lease rent for the HMCs at the rate of Rs. Rs.416.75 per sq.m per annum (w.e.f 01.07.2022) for the occupational area of the HMCs. Such amount shall be paid by the Licensee in early installments in advance. The lease rent payable each year is subject to revision and escalation due for every year.

- 5.12** The licensee shall submit to the licensor (V.O.Chidambaranar Port Authority) authority, a Financial statement of the Gross Revenue for every six monthly period including 30th September and 31st March every year duly certified by its statutory auditors. The certificate must be furnished within 30 days of the end of each period.
- 5.13** Payment of Revenue share calculated at the percentage of revenue share offered by the successful bidder on the gross amount of handling charges, computed at VOCPA approved rates on the quantity of cargo handled for various types of commodities shall be made to the licensor for each month on or before 7th of succeeding month failing which interest for delayed payment shall be charged @ SBI Base Rate plus 2% (two percent) per annum from the due date to till date of payment thereof.
- 5.14** As per clause 5.8 Award Criteria, the bidder has to quote revenue share for two cranes only. However, if need arises Port reserves the right to deploy additional cranes with the same terms and conditions.

SECTION VI **SAFETY NORMS & EMS REQUIREMENTS**

6.1 SAFETY CLAUSE:

- 6.1.1 The Licensee should take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the VOCPA premises and should conform to the rules and regulations of the VOCPA.
- 6.1.2 The Licensee should abide by all VOCPA regulations in force from time to time and ensure that the same are followed by his representatives, agents or sub- Licensees, or workmen.
- 6.1.3 The Licensee should ensure that unauthorized, careless, or inadvertent operation of installed equipment which may result in an accident to staff and/or damage to equipment, does not occur.

6.2 EMS REQUIREMENTS:

- 6.2.1 The Licensee shall ensure that all his workmen wear PPEs commensurate with theseverity of work.
- 6.2.2 The Licensee shall ensure industrial safety methods in executing his work at VOCPA.
- 6.2.3 The Licensee shall ensure that all wastes generated by his activities/work are moved to the respective dumpsites or taken for re-cycling at VOCPA.
- 6.2.4 The Licensee has to give prior information on whether any hazardous chemical is used in his work and if so, the operational control to be exercised.
- 6.2.5 The Licensee has to ensure that all his material handling equipment/transport Vehicles are emission tested.
- 6.2.6 The Licensee has to ensure that his activities are in tune with the VOCPA EMS Policy (to be incorporated as part of the Contract)
- 6.2.7 The Licensee's staff must be aware of the contents of MSDS in respect of chemicals/materials (if any).
- 6.2.8 The Licensees' staff shall be competent to operate emergency appliances like fire extinguishers.

6.3 Hazardous Substances And Hazardous Site Conditions

- 6.3.1 Licensee shall not, nor shall it permit any other Person to bring any Hazardous Substances on the Site, other than Hazardous Substances to be used by Licensee or any SubLicensee in a manner that:
 - i. does not violate any Applicable Laws, or Permits; and
 - ii. is consistent in quantity and with Good Industry Practices for operating and maintaining HMCs.
- 6.3.2 Licensee shall bear all responsibility and liability for:
 - 6.3.3 any Hazardous Substances that are not Permissible Materials belonging to the Licensee or present on site; or the handling of, or failure to handle, Permissible Materials in violation of Applicable Laws or otherwise in any manner that constitutes negligence or willful misconduct by Licensee or any SubLicensee.
- 6.3.4 Licensee shall use Hazardous Substances in performance of the Services in accordance with the

Performance Standards, Applicable Laws and Good Industry Practices and shall not:

- 6.3.5 utilize, or permit or cause any SubLicensee to utilize, on the Site such Hazardous Substances as are prohibited under Applicable Law from being used in India; or
- 6.3.6 import or use at the Site such Hazardous Substances as are prohibited under Applicable Law

NB: The section may be read in conjunction with related clauses of General Condition of Contract, Special Condition of Contract and Scope of Work.

SECTION VII
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 Cover A – Techno-commercial bid.

PART I (COVER A) – TECHNO-COMMERCIAL BID

| Sl.No | Qualification Documents to be uploaded | Uploaded Page Ref No. |
|-------|--|-----------------------|
| 1. | Form I – Bid cover letter (as per Section II, clause 2.11.6.2 (XVI) (a)) | |
| 2. | Form II A – Transaction details for remittance of Earnest Money Deposit (as per Section I, clause 1.3) | |
| 3. | Form IIB – Exemption Of EMD For Micro And Small Enterprises (MSE's) Section I, clause 1.3 | |
| 4. | Form III – Financial capability (as per Section I, clause 1.4 (a)) Copies of the Income tax return, Profit & Loss statement and Balance sheet duly certified by the Chartered Accountant | Not applicable |
| 5. | Form IV -Similar Work Experience [as per Section I, clause 1.4.(b)] Copies of Work order and completion certificate issued by any Central / State Government / Autonomous bodies / PSEs/PSUs / Public Limited or Private Limited Companies, etc., as provided in NIT | Not applicable |
| 6. | Form IV A – Experience / Completion / Performance certificate(as per Section I, clause 1.4 (b)) | Not applicable |
| 7. | Form IV B – Details of TDS certificate (if applicable)(as per Section I, clause 1.4 (b)) | Not applicable |
| 8. | Form V – Declaration of Authorised Representative of the bid (as per Section II, clause 2.11.6.2 (vii)) | Not applicable |
| 9. | Form VI – Declaration of litigation and Blacklisting (as per Section II, clause 2.11.6.2 (xvi) b) | |
| 10. | Form VII – Certificate of no deviation in the Tender Conditions (as per Section II, clause 2.11.6.2 (xvi) e) | |
| 11. | Form VIII Declaration by the Bidder (asper Section II, clause 2.11.6.2 (xvi) f) | |
| 12. | Form IX – Bank Mandate Form (as per Section II, clause 2.11.6.2 (xvi) c) | |
| 13. | Form X -Tender Acceptance letter(as per Section II, clause 2.11.6.2 (xvi) d) | |

| | | |
|-----|--|-----------------------|
| 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 -(as per Section II, clause 2.11.6.2 (vi)) | |
| 15. | Copy of GST registration certificate -(as per Section II, clause 2.11.6.2 (v)) | |
| 16. | Copy of PAN (as per Section II, clause 2.11.6.2 (iv)) | |
| 17. | Copies of | |
| | 1. EPF registration certificate-(as per Section II, clause 2.11.6.2 (v)) | |
| | 2. ESI registration certificate, (as per Section II, clause 2.11.6.2 (v)) | |
| 18. | Copy of valid license “ESB/ESA/EA” grade issued by the Licensing Board(as per Section II, clause 2.11.6.2 (xi)) | |
| 19. | Form- XI - Local Content declaration & Self Certification (as per Section II, clause 2.11.6.2 (ix)) | Not applicable |
| 20. | Form- XII - Integrity pact in Non-judicial stamp paper (as per Section II clause 2.14.2). | |
| 21. | Form XIII – Declaration Of Power Of Attorney (as per Section IV clause No.5.1.5 (a)) | |
| 22. | Form XIV - Declaration Of Power of Attorney For Consortium (as per Section IV clause No.5.1.5 (b))) | |
| 23. | Form XV- Joint Bidding Agreement ((as per Section IV clause No. clause No.5.15 (e)) | |
| 24. | Form XVI- Financial capability (Modified) ((as per Section I, clause No.1.4 (a)) | |
| 25. | Form XVII- Similar Work experience (Modified) ((as per Section I clause No.1.4 (b)) | |
| 26. | Any other documents which need to be uploaded. | |
| 27. | 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)



VOC Port Authority
MEE Department



(Signature of Authorized Person)

Place:

Name

Date:

Designation

Business Address:

.....

Seal



FORM I

(To be in the Firm's letter head)

Date:.....

BID COVER LETTER

1. Registered Business Name :
2. Registered Business Address :
3. Name, Designation&address of the Contact
Person to whom all references shall be made :
regarding this tender
4. Telephone / Mobile No. :
5. Fax :
6. E-Mail :

To

The Chief Mechanical Engineer,
Mechanical&Electrical Engineering Department,
V.O.Chidambaranar Port Authority,
Tuticorin – 628 004

Sir,

1. We hereby apply to be qualified for the tender invited by the V.O.Chidambaranar Port Authority, Tuticorin as a bidder for the work “ _____ ”
2. We hereby give our consent to the Port or its authorized Representative(s) 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 work intended and do hereby express our interest to execute the intended work.
4. We certify that goods & services offered shall be of best quality and the manpower who shall be deployed for the work are competent enough and have necessary qualifications for taking up this assignment.
5. The names and positions of persons who may be contacted for further information, if required, are as follows



VOC Port Authority
MEE Department



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

Thanking you,

Yours faithfully,

(Signature of Authorized
Person)

Place:

Name

Date:

Designation

Business Address:

.....

Seal

FORM IIA

(To be in the Firm's letter head)

Date:.....

Transaction details for remittance of Earnest Money Deposit (EMD)

The bidder shall upload system generated proof towards successful payment of EMD along with following filled in form in the bid document as follows

| Sl.No | Beneficiary reference No. | Date of Payment | Amount (in INR) | Uploaded page No. reference |
|-------|---------------------------|-----------------|-----------------|-----------------------------|
| 1 | | | | |

(Signature of Authorized Person)

Place:

Name

Date:

Designation

Business Address:

.....

Seal

FORM IIB

(To be in the Firm's letter head)

Date:.....

Exemption of EMD by the Micro and Small Enterprises (MSEs)

The bidder shall upload the requisite certificate of registration under **MSEs** along with following filled in form in the bid document as follows

| Sl. No | Name of Enterprise | Udyam Registration Number | Enterprise type | Uploaded page No. reference |
|--------|--------------------|---------------------------|-----------------|-----------------------------|
| 1 | | | | |

(Signature of Authorized Person)

Place:

Name

Date:

Designation

Business Address:

.....

Seal

FORM III

(To be in the Firm's letter head)

Date:.....

FINANCIAL CAPABILITY

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

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

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

(Signature of Authorized Person)

Place:

Name

Date:

Designation

Business Address:

.....

Seal

FORM IV

(To be in the Firm's letter head)

Date:.....

SIMILAR WORK 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:

Details of Similar Work Experience

| Sl. No. | Name of work | Value of work executed (inRs.) | Work order reference No. | Contract period | | Date of completion certificate | Name and address of the Client | Uploaded page no. reference |
|---------|--------------|--------------------------------|--------------------------|-----------------|------------|--------------------------------|--------------------------------|-----------------------------|
| | | | | Commencement | completion | | | |
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |

Note:

1. The copies of the documents containing above information like work order and completion certificate in the at 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/ 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



FORM IV(A)

EXPERIENCE / COMPLETION /PERFORMANCE CERTIFICATE

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

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

1. Name of the work :
2. Work order number/ agreement number and date :
3. Work order value :
4. Date of commencement :
5. Date of completion :
6. Executed value :
7. Performance of the Licensee : Satisfactory/ Not Satisfactory

(Signature)

Place: Name

Date: Designation

Organizationwith Address.....

.....

Seal

Note:-

- (i) Furnishing the information in the format is preferable.
- (ii) Certificate(s) in any other format containing all the required information as in **Form - IV** may also be furnished.



FORM IV(B)

(To be in the Firm's letter head)

Date:.....

DETAILS OF TDS CERTIFICATE

In case of experience other than Central / State Government / Autonomous bodies / PSEs/PSUs/ Nationalized 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 | | | | | | | |

(Signature of Authorized Person)

Place:

Name

Date:

Designation

Business Address:

.....

Seal



FORM V

DECLARATION OF AUTHORISED REPRESENTATIVE

(To be provided in non-judicial stamp paper with denomination not to be lesser than Rs.100/-)

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

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

Signature of the person competent to sign

Name:.....

Description:.....

Name of the Business Entity:.....

Acceptance as an Authorized Signatory

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

Signature of Authorised Signatory

Name:.....

Description:.....

Place:.....

Date:.....

Note:

1. For the purpose of this tender and the Agreement, the tender, forms, Agreement and other documents shall be signed only by the persons, who are themselves in a position to undertake the work and possessing all other resources required for the purpose. The tender shall contain the name, residence and place of business of the person or persons submitting the tender and shall be signed by the Bidder with his usual authorized representatives followed by the name and Description of the person signing the document along with a copy of the partnership deed. A copy of the constitution of the firm with the names and addresses of all the partners shall be furnished.

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



FORM VI

DECLARATION ON LITIGATION AND BLACKLISTING

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

.....

.....

.....

.....

.....

.....



FORM VII

SCHEDULE OF NO DEVIATION

This is with reference to Tender No....., for
“.....”

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

DECLARATION BY THE BIDDER

(To be provided in 100 Rs Stamp Paper)

To

The Head of the Department.

I/We M/s.represented by its Proprietor / Managing Partner / Managing Director having its Registered Office at and do declare that I/We have carefully read all the conditions of tender with NIT No....., dated, Basis In(Name Of The Department) Department At V.O.Chidambaranar Port Authority for a period of -----,(including extension if any), 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 V.O.Chidambaranar Port Authority to take further action in to the matter.

Witness's

Bidder's

Signature: _____

Signature: _____

Name: _____

Name: _____

Address: _____

Address: _____

Tel. No: _____

Tel. No: _____

Mobile no.: _____

Mobile No: _____

Date: _____

Date: _____

FORM IX

BANK MANDATE FORM

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

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

Name & Seal of the Bank with
Date

FORM X

TENDER ACCEPTANCE LETTER

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

To

The Chief Mechanical Engineer

V.O.Chidambaranar Port Authority

Tuticorin-4

Sir,

Subject: "-----"

Tender reference No. -----

1. I/We have downloaded/obtained the tender document(s) for the above-mentioned tender/work from the website, namely <https://etenders.gov.in/eprocure/app>, as per your advertisement given in the above-mentioned website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from **Page No. 1 to 93** (including all documents like annexure(s), schedules(s), etc., which form part of the contract agreement and I/we shall abide hereby and agree the terms /conditions /clauses contained therein.
3. The corrigendum(s) issued from time to time by V.O.Chidambaranar Port Authority for the above subject work has also been taken into consideration while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum (s) in its totality /entirety.
5. I/We do hereby declare that our firms have not been blacklisted/ debarred by any Govt. Department/ Public sector undertaking.
6. I / We certify that all information furnished by me/ us is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then V.O.Chidambaranar Port Authority shall without giving any notice or reason therefore, summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely

Yours faithfully,

(Signature of the bidder with official seal)

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

FORM XI

Local content Declaration & Self Certification as per the Government of India Order towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020)

(To be provided on Rs.100/- non-judicial stamp paper)

I _____(Name of the Person(s),S/o _____ at _____(Address), working as _____(Designation and name of the firm/Company/ partnership/ Joint venture), and I have been authorized to sign the Declaration / Self- Certification on behalf of firm / Company/partnership/ Joint venture do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government towards Public Procurement (preference to Make in India) vide Letter No. P- 45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020. That the information furnished hereinafter is correct to be of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated for the purpose of assessing the Local Content. That the local content for all inputs which constitute the said equipment has been verified by me and I am responsible for the correctness of the claims made therein. That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value addition norms based on the assessment of an authority so nominated for the purpose of assessing the Local Content, action will be taken against me as per the notification P-45021/2/2017- PP(BE-II), (revised) Dated.16.9.2020.

I agree to maintain the following information in the company's record for a period of 8 years and shall make this available for verification to my statutory authority. The Details of the location(s) at which the local value addition is made

- i. Name and details of the Domestic manufacture
- ii. Date on which this certificate is issued
- iii. Product for which the certificate is produced
- iv. Percentage of local content. (% to be mentioned)

Signed by me at _____ on _____

Authorized signatory

(Name of the Firm entity)

Note: Required particulars are to be filled properly for acceptance.

FORMXII

INTEGRITY PACT

Between

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

And

M/s....., (a partnership firm / proprietorship firm / company registered under the laws of India) having its place of business at represented by its Shri....., s/o..... (hereinafter referred to as 'Licensee' 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 “-----” vide NIT No-----. 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 Licensee(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)/ Licensee(s):

1. The Bidder(s)/ Licensee(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)/ Licensee(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)/ Licensee(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)/Licensee(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Licensee(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)/ Licensee(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)/Licensee(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)/Licensee(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)/Licensee(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)/Licensee(s) from the tender process or terminate the Contract, if already signed, for such reasons mentioned above.
2. If the Bidder / Licensee 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 / Licensee 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 / Licensee 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 Licensee liquidated damages amount equivalent to 5% of the contract value.
3. If the Bidder / Licensee can prove that the exclusion of the Bidder / Licensee 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 / Licensee has to compensate only to the extent of damages caused due to the act of the Bidder / Licensee. However, if the Port can prove that the amount of the damage caused due to the disqualification of the Bidder / Licensee 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/Licensees/SubLicensees:

1. The Bidder(s) / Licensee(s) undertake(s) to demand from all subLicensees 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, Licensees and SubLicensees.
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) / Licensee(s) / SubLicensee(s):

If the Port obtains knowledge of conduct of a Bidder, Licensee or SubLicensee, or of an employee or a representative or an associate of a Bidder, Licensee or SubLicensee 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/Licensees as confidential. He reports to the Chairman of the Board of the Port.

3. The Bidder(s)/Licensee(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Port including that provided by the Licensee. The Licensee 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 SubLicensees.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Licensee(s)/SubLicensee(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 Licensee. 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 Licensee 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.



VOC Port Authority
MEE Department



3. If the Licensee 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/Licensee) |
| | |
| (Office Seal) | (Office Seal) |

Place:

Date:

Witness with signature

1) Name & Address

2) Name & Address

.....

.....

.....

.....

.....

.....



FORM XIII

DECLARATION OF POWER OF ATTORNEY

(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 10)

Dated: _____

POWER OF ATTORNEY

To whomsoever it may concern

Mr. _____ [Name of the Person(s)], residing at _____ [Address of the person(s)], acting as _____ (Designation of the person and name of the firm), and whose signature is attested below, is hereby authorized on behalf of _____ [Name of the Bidder (in case of a consortium, name of the lead member)] to sign the tender [(Tender No.and (Tender subject-“.....”)] and submit the same and is hereby further authorized to provide relevant information/ document and respond to the enquiry’s etc. as may be required by V.O Chidambaranar Port Authority (VOCPA) in respect of the tender.

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

(Attested signature of Mr. _____)

For _____(Name of the Bidder / Consortium Members with Seal)

Note –
(In case of Consortium, representative of all members must sign)



FORM XIV

DECLARATION of POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs 100)

POWER OF ATTORNEY

Whereas V.O Chidamabaranar Port Authority. Thoothukudi (“the Authority”) has invited tenders from interested parties for “.....” (Tender No.).

Whereas,,, And (collectively the “Consortium”) being members of the Consortium are interested in bidding for the Tender in accordance with the terms and conditions of the Tender Document and other connected documents in respect of the said tender, and

Whereas, it is necessary under the Tender Document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Tender and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s. having our registered office at, M/s. having our registered office at, M/s. having our registered office at, and M/s. having our registered office at, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby designate, nominate, constitute, appoint and authorize M/s. having its registered office at, being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the contract, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid(s) for the tender, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre Bid and other conferences/meetings, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid(s) of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any other Government Agency or any person, in all



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MEE Department



matters in connection with or relating to or arising out of the Consortium’s bid(s) for the tender and/or upon award thereof till the Agreement is entered into with the Authority.

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

IN WITNESS HEREOF WE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF20**

For
.....
(Name & Title)

For
.....
(Name & Title)

For
.....
(Name & Title)

Witnesses:

- 1.
 - 2.
-

(To be executed by all the members of the Consortium)



FORM XV

JOINT BIDDING AGREEMENT

(To be executed on Non-Judicial Stamp Paper of at least Rs. 100/-)

THIS JOINT BIDDING AGREEMENT is entered into on this the.....day of.....20...

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at.....(hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at..... (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at..... (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

4. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at..... (hereinafter referred to as the “**Fourth Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

(A) [V.O CHIDAMBARANAR PORT AUTHORITY, established under the Major Port Authority Act- 2021 and having Principal Office Harbor Estate road, Thoothukudi-628004 (hereinafter referred to as the “**VOCPA**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited offers by its Request through NIT No. dated(the “**TENDER DOCUMENT**”) for selection of successful tenderer for the contract as proposed in the said tender document.

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the tender document and other documents in respect of the work, and

(C) It is a necessary condition under the tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Offer.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the tender document.

2. Consortium

The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Tendering Process for the Work.

The Parties hereby undertake to participate in the Tendering Process only through this Consortium and not individually and/or through any other consortium constituted for this work, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the successful tenderer and awarded the contract, shall be under the Indian Companies Act 1956 for entering into an Agreement with the VOCPA and for performing all its obligations as the successful tenderer in terms of the Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the tendering process and till all the obligations shall become effective;

(b) Party of the Second Part shall be { the Technical Member of the Consortium ; }

{ (c) Party of the Third Part shall be the Financial Member of the Consortium; and }

{ (d) Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium. }

[Note: Status of the members in (b), (c) and (d) are only illustrative. More/less parties may form the Consortium and changes may be made accordingly to the JBA]

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the work and in accordance with the terms of the tender document till completion of the contract.

6. Shareholding

The Parties agree that the proportion of shareholding among the Parties shall be as follows:

First Party:

Second Party:

{ Third Party: }

{ Fourth Party: }

The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital shall, at all times till completion of two years from the date of commencement of the contract, be held by the Parties of the First, {Second and Third} Part whose experience and net-worth have been reckoned for the purposes of pre-qualification in terms of the tender document.

The Parties undertake that they shall collectively hold at least 51% (fifty one percent) of the subscribed and paid up equity share capital at all times till completion of two years from the date of commencement of the contract.

The Parties undertake that they shall comply with all the requirements as stipulated in the tender document vide N.I.T. No.....dated

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power to enter into this Agreement with VOCPA;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and VOCPA to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) Require any consent or approval not already obtained;
 - (ii) Violate any Applicable Law presently in effect and having applicability to it;
 - (iii) Violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) Violate any clearance, permit, concession, grant, licence or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligation to create alien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or



business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the contract is achieved under and in accordance with the terms of the tender, in case the contract is awarded to the Consortium.

However, in case the Consortium is either not pre-qualified for the work or does not get selected for award of the contract, the Agreement will stand terminated in case the Tenderer is not pre-qualified or upon return of the Earnest Money by the VOCPA to the Bidder, as the case may be.

9. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the VOCPA.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
For and on behalf of LEAD MEMBER by:

SIGNED, SEALED AND DELIVERED
For and on behalf of SECOND PARTY by

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of THIRD PARTY by: SIGNED, SEALED AND DELIVERED For and on behalf of FOURTH PARTY by

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

- 1.
- 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and VOCPA to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the documents shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

FORM XVI

Date:.....

FINANCIAL CAPABILITY

Details of Financial Capability of the Bidder

(In Rs. Crore)

| Applicant Type | Annual Financial Turn Over |
|-----------------------|-----------------------------------|
| | Average on last 3 years |
| Single entity Bidder | |
| | |
| Consortium Member 1 | |
| Consortium Member 2 | |
| Consortium Member 3 | |

Instructions:

1. The Single Entity Bidder/ each members of Consortium should submit its details in the appropriate column.
2. To be certified according to provision of **clause 1.4 a of Section-I (NIT)** of the Tender Document.

FORM – XVII

(To be in the Firm's letter head)

Date:.....

SIMILAR WORK EXPERIENCE

CARGO HANDLING ACHIEVED BY THE BIDDER

Annual Throughput (In Tonnes)

| | | YEAR | | |
|----------------------------|------------------|------|--|--|
| | Name of the Port | | | |
| Single Entity | | | | |
| | | | | |
| Consortium Member 1 | | | | |
| Consortium Member 2 | | | | |

Instructions:

1. The single entity Bidder / each member of consortium should furnish its details in the appropriate column.
2. To be certified according to provision of **clause 1.4 b of Section-I (NIT)** of the Tender Document

ANNEXURE B (NOT APPLICABLE REFER ANNEXURE E)
CONTRACT AGREEMENT FORM

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

The Board of V.O. Chidambaranar Port Authority, a body corporate under Major Port Authority Act, 2021, having its office at Administrative building, V.O. Chidambaranar Port, 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 (hereinafter referred to as 'Licensee' which expression shall, unless excluded by, or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or his successors in office) of the other part

WHEREAS the Board of V.O.Chidambaranar Port Authority, Tuticorin is desirous of the executing the
“ _____ ”

WHEREAS the Licensee has offered to execute, complete and maintain such works till handing over the Board and whereas the Board has accepted the tender of the Licensee for an amount of Rs. _____ (Rupees _____) only and

WHEREAS the Licensee has furnished a sum of Rs. _____/- (Rupees _____ only) as Earnest Money Deposit (EMD) at the time of tendering, which will be adjusted against Performance Security deposit as stipulated in **Clause No.2.11.5.7** of the **Section II** of the bid document.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. 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.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
 - (a) Notice inviting tender
 - (b) The original Tender Document
 - (c) Bid document uploaded by the Bidder
 - (d) Letter of Acceptance



VOC Port Authority
MEE Department



- (e) Any correspondences and documents exchanged between the Licensee & Board in connection with tender/Contract.
- 3. The Licensee hereby covenants with the Board to execute, complete and maintain the work till handing over the Board in all respects in conformity and in all respects with the provisions of this Agreement.
- 4. The Board hereby covenants to pay the Licensee in consideration of such execution, completion, and maintenance of the work for the "Contract Price" at the time and in the manner prescribed by the Contract..

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

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

The thereof, has set his

Hand in the presence of

V.O.Chidambaranar Port Authority

Signed and sealed by

The Licensee in the presence of

Witness with signature

1) Name & Address

2) Name & Address

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

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



ANNEXURE C

FORM OF BANK GUARANTEE

(For Performance Security)

In consideration of the Chairman representing the Board of V.O.Chidambaranar Port (hereinafter called "The Port") having agreed to exempt (hereinafter called "said Licensees") from the demand, under the terms and conditions of the contract awarded in No. Dated made between and for (hereinafter called "said Agreement") of Performance security for the due fulfillment by the said Licensee(s) of the terms and conditions contained in the said Agreement, on the production of Bank Guarantee for Rs._____ (Rupees only).

We* (hereinafter referred to as the Bank) at the request of the Licensee(s) do hereby undertake to pay to the Port an amount not exceeding Rs..... Against any loss or damage caused to or suffered or would be caused to or suffered by the Port by reason of any breach by the said Licensee(s) of any of the terms and conditions contained in the said Agreement.

We* do hereby undertake to pay the amounts due payable under this Guarantee without any demur, merely on 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 Licensee(s) of any of the terms and conditions contained in the said Agreement or by reason of the Licensee(s) failure by performing 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.....

We undertake to pay to the Port any money so demanded notwithstanding any dispute or disputes raised by the Licensee(s) in any suit or proceedings before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

We* further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Port under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Engineering Department, V.O.Chidambaranar Port Authority certified that the terms and condition of the said Agreement had been fully and properly carried out by the said Licensee's and accordingly discharges this 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 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 Licensee(s) renew or extend this Guarantee for such further period or periods as the Port may require.

We * 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 the time of performance by the said Licensee(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 Licensee(s) or for any

Forbearance, act or omission on the part of the Port or any indulgence by the Port to the said Licensee(s) or by any



VOC Port Authority
MEE Department



such matter or thing whatsoever which under the Law relating to sureties would but for this provision, have the effect of so relieving us.

This Guarantee will not be discharged due to the charge in the constitution of the Bank or the Licensee(s)

We* lastly undertaken to revoke this Guarantee during its currency except with the previous consent of the Port in writing. (Validity/Period should be noted)

This guarantee is valid up to (period) Dated theday of 20____ for..... **

Indicate here the name of the Bank

Indicate here the period or date



VOC Port Authority
MEE Department



ANNEXURE-D

BID SECURITY DECLARATION FORM

Date:

To

The Chief Mechanical Engineer
MEE Department
VOCPA.

Tender No.

I/We, The undersigned declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with VOC Port Authority for a period of 03 (three) or more years as decided by VOC Port Authority in case

- a. I / We Withdraw / modify / amend / impair / deviate from the tender conditions during the period of bid validity specified in the e-tender; or
- b. having been notified of the acceptance of our Bid by the purchaser, during the period of bid validity, I / we fail / refuse to execute the contract or furnish the Performance Security Deposit, in accordance with the Clause No. 2.13.5 (Performance Security Deposit) of Instructions to Bidders.

Signed:

Name:

(Legal capacity of person signing the Bid Securing Declaration)

Dated on _ day of (date of signing)

(Seal of the firm)

ANNEXURE- E

LICENSE AGREEMENT

The Board of VOC Port Authority, Tuticorin-628004

This License Agreement is made at _____ on this day the _____ two thousand and fourteen between:

BOARD OF VOC Port Authority, a Body corporate constituted under the provision of the Major Port Authority Act, 2021, having its Administrative Office at Tuticorin, (hereinafter referred to as “Licensor”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assignees).

AND

M/S _____ having its office at “_____” (herein after referred to as “Licensee”, which Expression shall, unless repugnant to the context or meaning thereof, include its successor and permitted assignees).

WHEREAS, the “Licensor” has offered to grant “License for Procurement, installation operation and maintenance of 120 T capacity Harbour Mobile Crane (HMC) inside port area of VOCPA” for a period of 5 years with effect from the date of commissioning of the HMC in consideration of highest revenue share by the Licensee as quoted by the Licensee and the Licensor has accepted the offer.

WHEREAS, the Board of VOC Port Authority in its meeting held on _____ has resolved to approve the proposal for grant of license to M/s _____ to operate 2 (two) Heavy lifting capacity Harbour Mobile Cranes.

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.,
 - i) Tender Document.
 - ii) The Instructions to the Bidders and the General Conditions of Contract as contained in the Tender Document.
 - iii) All addendum/corrigendum etc.
 - iv) Letter of Intent issued by the Licensor.
 - v) License Order issued by the Licensor
 - vi) All correspondences between the bidder and VOCPA till issuance of License Order.
2. The technical specification of Harbour Mobile Crane and its type, grab capacity, and load distribution arrangement will have to be cleared from the Port authority before placing orders for such crane.
3. The Licensee shall be required to obtain the Competency Certificate issued by D.G.F.A.S.L.I and submit it,

before the equipment is put into operation in the Port area. The licensees shall comply with all statutory requirements to operate the equipment inside the Port.

4. The license for operation of the equipment inside the Port area is to handle all types of dry-bulk cargo, general cargo, and scrap etc. either as an importer or exporter, stevedore or as a service provider. The cargo handled will be treated as own cargo in case of importer/exporter/stevedore and other cargo in case of a service provider.
5. The Licensee shall abide by the relevant provision of M.P.A Act, 2021. It is the responsibility of the Licensee to comply with the requirements, if any, for operation of these equipment made under Dock Safety Regulations, Payment of Wages Act, Labour Law or other Act, Rule or Regulations in force from time to time.
6. The Licensee shall operate the equipment in such a manner so as not to cause any hindrance, interference to the Port activities. In this regard the instructions issued by Port Authority from time to time are strictly to be followed by the Licensee. The decisions of Port Authority are final and binding. The Licensee is also liable to be held responsible for any damages caused to the Port property.
7. **Deleted.**
8. The licensee will be required to remove the equipment from the Port area if the Port authority decides to rescind the agreement on grounds of violations of tender condition or on expiry of the period of license.
9. On receipt of notice for termination of the agreement, the Licensee shall have to remove the equipments from the Port area within the given time. Otherwise, it shall be treated as unauthorized stay of equipment in the Port area and action, as deemed fit, would be taken against the Licensee.
10. In case of termination of the agreement prematurely for violation of tender conditions, the licensee shall have no right to claim any compensation, damages, insurance, return, repatriation costs, etc. for withdrawal of the equipment. The Licensee shall indemnify VOC Port Authority of any responsibility in the event of any loss / claims arising out of operation of the license.
11. The Licensee shall be required to install two Harbour Mobile Crane for Operation and shall place it inside Port area in a place to be earmarked by VOCPA for the purpose. The mobile Crane, when not in operation is required to be shifted under the supervision of Traffic Department from berths to the designated area notified.
12. The Licensee shall be solely responsible for any damage caused to the structure of Port or any other property of the Port during handling of equipments and/or equipments lying idle inside the Port area.
13. The Licensee shall pay all statutory charges such as Road Tax, etc and insure the equipment at his own cost.
14. **Deleted.**
15. It will be the responsibility of the Licensee to ensure that no damage takes place to the existing rail track, electric power cables and/or any other Port assets during operation of the crane. In case of such damage, the cost as assessed by Port will be payable by the licensee.



VOC Port Authority
MEE Department



16. VOCPA shall not be responsible for any damage to the assets of the Licensee and for any injury or loss of life or property of the Licensee or any third party in whatsoever manner.

WHEREAS, the Licensee hereby covenants with the Board to operate the crane in conformity with all conditions of the tender and the terms and conditions of this license agreement set forth as above.

IN WITNESS WHEREOF, M/s

_____ and VOCPA intending to be legally bound, have executed this license agreement on this day, month and year.

Signed Sealed and delivered
For M/s

By the hand of:

Name:

Title :

In presence of

1.

2.

Signed Sealed and delivered

For & on behalf of VOC Port Authority and
the Board of VOC Port Authority

Name:

Title :

In presence of

1.

2.



VOC Port Authority
MEE Department



ANNEXURE- F

TARIFF

Will be uploaded shortly.



Annexure G

SPECIMEN FORM OF BANK GUARANTEE FOR BID SECURITY/EARNEST MONEY DEPOSIT

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

WHEREAS Board of Authority for V.O. Chidambaranar Port Authority, an Autonomous body constituted under the provisions of the Major Port Authorities Act, 2021 (hereinafter called the Board which expression shall unless excluded by or repugnant to the context of meaning thereof be deemed to include its successors and assigns) had invited tenders for “**Deployment of 4 numbers of HMCs of not older than 10 years as on NIT date from the date of commissioning with 120-Ton capacity or above at VOC Port operated berths on License mode for a period of 5 years**” (hereinafter called Tender) as per conditions of the contract, scope of work, BOQ and specifications covered under the 'Tender'.

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

AND WHEREAS under the conditions of the contract, the Tenderer is required to give an Bid security in form of Bank Guarantee of a Nationalised / Scheduled Bank having its branch at Tuticorin for the sum of Rs..... (Rupees only).

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

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

- i) Withdrawal of his Tender within the validity period.
- Or
- ii) makes any modifications in the terms and conditions of this tender before the expiry of ---- days from the last date of the submission of Tender or such time as may be extended by the Board to which the Tenderer has agreed in writing or
- iii) in the event of the tender being accepted by the Board, fails to enter into a contract or
- iv) In the event of tender being accepted by the Board, fails to furnish performance Guarantee as per the terms of contract

in respect of which the decision of the Board shall be final all legally binding.

The said Bank doth further covenant and declare that this security is irrevocable and shall remain in force up to and inclusive of the day of**2024**.

AND

if the contract is not awarded by the Board before the expiry of the aforesaid date, or such times as may be extended



VOC Port Authority
MEE Department



by the Board to which the Tenderer has agreed in writing the said Bank undertakes to renew this Guarantee from month to month until one month after the date of award and the said Bank doth hereby further covenant and declare that if the said Tenderer do not obtain and furnish renewals of this Guarantee for a further period of one month to the Board not less than 30 days prior to the expiry of this Bank Guarantee or its renewals there of as to keep the same valid and subsisting till the contract is awarded by the Board and for one month thereafter, the entire amount of this Bank Guarantee in default of obtaining and furnishing the renewals of this Bank Guarantee in the manner and within the time aforesaid shall become forthwith due and payable to the Board notwithstanding.

(i) that the period of the Guarantee of the renewal of renewals thereof has not expired
or

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

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

After invoking the Bank Guarantee by the beneficiaries the bank has to pay the amount within a week after receipt of the communication failing which it will have to pay the beneficiaries interest at 12% p.a for the delayed payment.

Notwithstanding anything contain herein :

i) our liability under this Bank Guarantee shall not exceed (BID SECURITY amount) Rs.
(Rupeesonly)

(ii) this Bank Guarantee shall be valid upto (till the validity of the Tender) ; and

(iii) we are liable to pay the guaranteed amount or any part thereof under the Bank Guarantee only and only if you serve upon us a written claim or demand to be received on or before (three months after the Bank Guarantee validity)

IN WITNESS WHEREOF, the duly constituted Attorney(s) of the Bank has / have herein to set his / their hands and seals on the day of 2024 (date of the Bank Guarantee)

SIGNED SEALED AND DELIVERED

by the within named through its duly constituted Attorney Mr. &
..... in the presence of



VOC Port Authority
MEE Department



SECTION VIII
FINANICIAL BID

| Tender Inviting Authority: Chief Mechanical Engineer, MEE Dept., VOCPA | | | |
|---|---|----------------------------|--------------------|
| Nature of Work: Deployment of 4 numbers of HMCs of not older than 10 years as on NIT date from the date of commissioning with 120-Ton capacity or above at VOC Port operated berths on License mode for a period of 5 years | | | |
| e-NIT No: <u>MEE/CMEP1/MEC/4HMC/V1/23</u> | | | |
| Bidder Name: | | | |
| <p><u>BILLOFOUANTITY</u> (This BoQ template must not be modified /replaced by the bidder, else the bid is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</p> | | | |
| Sl. No. | Description of work | Minimum Revenue Share in % | Revenue Share in % |
| 1 | Deployment of 2 numbers of HMCs of not older than 10 years as on NIT date from the date of commissioning with 120-Ton capacity or above at VOC Port operated berths on License mode for a period of 5 years | 26.55% | |

