



V.O.CHIDAMBARANAR PORT TRUST

(MEE DEPARTMENT)

E-TENDERING

TENDER DOCUMENT FOR

“HIRING OF VEHICLES FOR OFFICERS OF PORT FOR THE PERIOD OF THREE YEARS”

TENDER NOTICE NO: MEE-SE1VH-HIR-OFFCR-V1-20

TENDERS WILL BE DOWNLOADED IN ONLINE FROM 31.12.2020 to 20.01.2021 (up to 15:00 Hrs). COMPLETED TENDERS ARE TO BE SUBMITTED THROUGH ONLINE ON OR BEFORE 15:00 HRS ON 20.01.2021 AND TECHNICAL BIDS WILL BE OPENED AT 15:30 HRS ON 21.01.2021

The Chief Mechanical Engineer
Mechanical & Electrical Engineering Department
V.O.Chidambaranar Port Trust
TUTICORIN - 628004
Phone: 0461-2352270
Fax : 0461-2354274

Sub: Hiring of vehicles for Officers of Port for the period of three years
Ref: <u>MEE-SE1VH-HIR-OFFCR-V1-20</u>

Respected Sir,

1	The bidders are strongly advised to read the whole document carefully and submit their tender/bid strictly meeting with the requirements spelt out in the tender document.
2	The bidders must submit independent documentary evidence to establish that "MINIMUM QUALIFYING CRITERIA" as spelt out in the tender notice and tender document is fully met with irrespective of the fact that the bidder might have submitted similar evidence to VOCPT in respect of some other works.
3	If your submission is found deficient with reference to the requirements spelt out in the tender document, it may be rejected.

Thanking you,

Yours faithfully,

Sd/-

CHIEF MECHANICAL ENGINEER

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**V.O.CHIDAMBARANAR PORT TRUST
(MEE DEPARTMENT)**

NOTICE INVITING TENDER (NIT)

Only through E-Tendering Mode

VOCPT E-Tendering Website: <https://etenders.gov.in/eprocure/app>

1	NIT No	MEE-SE1VH-HIR-OFFCR-V1-20
2	Name of Work	Hiring of vehicles for Officers of Port for the period of three years
3	Estimate Amount	Rs. 1,65,30,802/- (Inclusive of ESI & EPF) plus GST
4	Downloading of Tender from VOCPT online e-tendering website.	31.12.2020 to 20.01.2021 (up to 15:00Hrs.)
5	Last Date and Time for submission of Tenders online.	Before 15:00 Hrs on 20.01.2021
6	Online Technical Bid opening date and time	At 15:30 Hrs on 21.01.2021
7	Bid security	Refer tender clause 3, Section-II

Sd/-

CHIEF MECHANICAL ENGINEER

SECTION-1
INVITATION TO TENDER

1. TENDERNOTICE:

Electronic Tenders (Online) are invited in '**TWO BID SYSTEM**' on behalf of **V.O.CHIDAMBARANAR PORT TRUST (VOCPT)** from reputed and experienced Transport contractors for the work of "Hiring of vehicles for Officers of Port for the period of three years" (TenderNo.MEE-SE1VH-HIR-OFFCR-V1-20).

The bidder must fulfill the Minimum Qualifying Requirements and other requirements stipulated in the tender. The tender shall remain valid for acceptance for a period of **120 days** from the date fixed for opening of the tender. The contract will be in force for a period of **three years** from the date of issue of work order and may be extendable by one more year.

Tender Document having all details is available at the URL of the e-Tender Portal <https://etenders.gov.in/eprocure/app>. The interested bidders are needed to register in the website name <https://etenders.gov.in/eprocure/app>. The tender documents are required to be submitted only through e-mode offered in the website <https://etenders.gov.in/eprocure/app> .

VOCPT DETAILS OF BANK ACCOUNT FOR MAKING PAYMENT RTGS/NEFT:

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

IMPORTANT INSTRUCTIONS AND GUIDELINES TO BIDDERS FOR E-TENDERING

- 1) VOCPT Tenders through online/e-tendering only (<https://etenders.gov.in/eprocure/app>)
- 2) The bidder has to upload self-attested scanned copy of 'Bid Security Declaration', as per Annexure-D, accepting that, if the bidder withdraw or modify their bids during period of validity etc., the bidder will be suspended for the time specified in the tender document (Clause 57, Section-III). Bids without 'Bid Security Declaration' will be summarily rejected.
- 3) VOCPT will not entertain and will not accept any reasons of Bidder due to Net Connection Failure/Current Connection Failure and any issues during the filling of tender in online. Bidder will be responsible for all those facts and failure of Net Connectivity, Current Connectivity and they should be at their own risk. VOCPT will not take any liabilities and claims for failure of Network and problem arise during submission of the tender forms in online.
- 4) VOCPT E-TENDER WEBSITE: <https://etenders.gov.in/eprocure/app> or go to VOCPT website and click on "E-TENDERING" link for accessing the site.
- 5) Tenders which are in any way incomplete will not be considered. The Port reserves the rights to waive any formality thereof or to reject any or all the tenders without assigning any reason and not bound itself to accept the lowest tender.
- 6) This tender notice shall form part of the contract agreement.
- 7) The bidder should adhere to the ESI &EPF Act.

<u>Copy through Intra mail</u>
1.To all HOD's, SE/M-I, SE/M-II
<u>Hard copy Through Post</u>
1. List of contractors
2. <u>Hard copy</u> Notice Board

Sd/-

Chief Mechanical Engineer

SECTION II
GENERAL TERMS AND CONDITIONS

1. GENERAL:

On behalf of the Board of Trustees of the V.O.Chidambaranar Port Trust, the Chief Mechanical Engineer, V.O.Chidambaranar Port Trust invites e-tenders for “Hiring of vehicles for Officers of Port for the period of three years”.

2. Downloading of Tender from VOCPT online e-tendering website:

The complete set of tender documents including forms, conditions of contract, work specifications, etc. will be downloaded through e-tendering website <https://etenders.gov.in/eprocure/app> from 31.12.2020 to 20.01.2021. The instructions for submitting e-tender is in the e-tendering website <https://etenders.gov.in/eprocure/app>.

3. BID SECURITY:

The bidder has to upload self-attested scanned copy of ‘Bid Security Declaration’, as per Annexure-D, accepting that, if the bidder withdraw or modify their bids during period of validity etc., the bidder will be suspended for the time specified in the tender document (Clause 57, Section-III). Bids without ‘Bid Security Declaration’ will be summarily rejected.

4. The following scanned copy documents to be uploaded while submitting tender:

a) COVER-I:

- 1) The bidder has to upload self-attested scanned copy of ‘Bid Security Declaration’, as per Annexure-D, accepting that, if the bidder withdraw or modify their bids during period of validity etc., the bidder will be suspended for the time specified in the tender document (Clause 57, Section-III).
- 2) Scanned copy of Self attested Particulars with regard to experience as detailed under para No.7 Eligibility Criteria For Pre-Qualification
- 3) Copy of Income tax permanent account number card for assessing the income Tax
- 4) Copy of Financial turnover of the bidder during last three years i.e.,2016-17, 2017-18 and 2018-19 shall be furnished and certified scanned self-attested copies of the Audited Financial Statements for the above three years to be uploaded.
- 5) The bidders shall give an undertaking that they abide by the Terms and conditions of the tender in full and upload as in annexure-B duly filled signed and affixed with official seal.
- 6) The scanned copy of GST registration certificate shall be enclosed along with tender to be uploaded.

b) COVER-II:

The price bid (excel sheet) to be downloaded from e-tendering website. The completed price schedule to be uploaded by the bidders in the e-tendering website.

The completed tender should be submitted through online in e-tender website <https://etenders.gov.in/eprocure/app> on or before 20.01.2021 upto 15:00Hrs. The online submitted tenders will be opened in the e-tender website on

21.01.2021 at 15.30 hours.

5. EVALUATION:

- i) Cover-I containing the technical documents to shortlist the eligible bidders will be opened by e-tendering procedure on the scheduled date and time i.e on **21.01.2021 at 15:30 hrs.**
- ii) After opening the first cover and getting the required technical/commercial clarifications based on the information given, Port Trust will prequalify the eligible bidders.
- iii) The bidders will be prequalified based on the documents contained in Cover-I. The Cover-II submitted by the pre-qualified bidders alone will be opened by e-tendering procedure on a subsequent date which will be intimated to the pre-qualified bidders through mail. The decision of the Port Trust in pre-qualifying the eligible tenders will be final.
- iv) Price bid of the bidders satisfying the above prequalification criteria will be opened. Item wise comparison will be made for each vehicle for corresponding schedule excluding GST and work order will be issued to bidder for each item in schedule for which they have quoted lowest amount.
- v) The terms of tender schedule, conditions of contract, etc. shall not be defaced or detached from the documents.
- vi) The V.O.Chidambaranar Port Trust shall have no liability to the bidder in respect of any expenses incurred by him, direct or indirect, in preparing and/or submitting the tender.

6. VALIDITY PERIOD OF TENDER:

The rates quoted in the tender by the bidder will be valid for a period of 120 days from the date of opening of the tender. The Chief Mechanical Engineer reserves the right to accept the tender wholly or partially and to split the tender or to reject the tender without assigning any reason whatsoever.

7. ELIGIBILITY CRITERIA:

a) **EXPERIENCE:** The bidder should have an experience of minimum 3 years of handling passenger transport contracts for cars/ Van (xerox copies of documentary evidence of Experience Certificates like - Specific Work Order/Agreement / completion certificate / Performance certificate - duly self-attested and the copy of TDS certificate and Form 16 A for the proof of deduction of TDS- to be attached)

b) ANNUAL FINANCIAL TURNOVER:

The bidder should have the average annual financial turnover of 3 years as detailed below

1. Rs 7.90 lakhs (Rupees Seven lakhs and Ninety thousand only) per vehicle in case of supplying TATA Bolt XE / HYUNDAI GRAND i10 ERA Non A/c Diesel cars on hire for 24 hours and 100Kms per day and per vehicle.
2. Rs 8.17 lakhs (Rupees Eight lakhs and Seventeen thousand only) in case of supplying TATA Bolt XE / HYUNDAI GRAND i10 ERA A/c car on hire for 24 hours

- and 120 kms per day per Vehicle.
3. Rs 12.58 lakhs (Rupees Twelve Lakhs and Fifty Eight thousand only) in case of supplying MAHINDRA Tourister/ TATA city Ride Diesel Van Non A/C (12 +1 capacity) on hire for 24 hours and 60 kms per day per Vehicle.
 4. Rs 13.05 lakhs (Rupees Thirteen Lakhs and five thousand only) in case of supplying MAHINDRA Tourister/ TATA city Ride Diesel Van Non A/C (12 +1 capacity) on hire for 24 hours and 100 kms per day per Vehicle.
- Documentary evidence duly self-attested - Payments made by the user / Auditor's certificate / Latest Income Tax Return filed - to be attached.
- c) The firm should own vehicles in the name of the firm or in the name(s) of the Partner(s) / Proprietor / Joint venture, a minimum of 5 Nos. of vehicles registered on or after the year 2018 under Tourist vehicle permit (Yellow Board vehicle). The firm should submit the copy of R.C. books in support of ownership duly self-attested.

Sd/-

CHIEF MECHANICAL ENGINEER

SECTION-III
TERMS AND CONDITIONS

I. PROCEDURE FOR SUBMISSION OF TENDERS IN TWO COVERS BID SYSTEM:

Bidder should be bonafide experienced "Transport Contractor" or reputed "Tourist Taxi Operator". The bidder is required to submit the offer complete in all respects in two cover bid system as detailed below:

II. OTHER INSTRUCTIONS:

1. REQUIREMENT OF VEHICLE:

The following schedules of vehicles are required to be hired as per the number of vehicles noted against each schedule. The cars/ vehicles are required for the transportation of officers of VOC Port Trust and required for transportation of men/materials. **COLOUR OF THE CARS SHALL BE WHITE for Schedules I & II.**

Schedule - I Hiring Diesel TATA Bolt XE / HYUNDAI GRAND i10 ERA Non A/c - Not before year 2018 Model (24 hours and 100 KM)	2 Nos
Schedule-II Hiring Diesel TATA Bolt XE / HYUNDAI GRAND i10 ERA A/c Car - Not before year 2018 Model (24 hours and 120 KM)	1 No
Schedule-III Hiring Diesel MAHINDRA Tourister/TATA city Ride Diesel Van Non A/C - Not before year 2018 Model (24 hours and 60 KM)	1 No
Schedule - IV Hiring Diesel MAHINDRA Tourister/TATA city Ride Diesel Van Non A/C - Not before year 2018 Model (24 hours and 100 KM)	1 No

2. MODEL OF THE CARS REQUIRED:

Not older than 2018 model as per the date of Registration in the R.C.Book. The bidders can quote for all Schedules (or) any one of the Schedule (or) for any type of vehicles mentioned above as they like to quote.

The details of vehicles offered shall be furnished as per Annexure A. The firms must submit the copy of the RC Book (copy of RC Book along with Joint venture / MOU, if the vehicle is in the name of the Partners /Proprietor) along with tender document. In case the bidder submitting the Proforma Invoice (Quotation) for specific schedule for the required model indicated in the BOQ, should provide brand new vehicle for the required model for the same schedule after the award of contract.

3. PERIOD OF CONTRACT:

The contract will be in force for a period of **3 years** from the date of issue of work order and may be extendable by one more year. The Port reserves the right to de-hire the vehicle at any time by giving one month notice in writing without assigning any reason thereto. The contractor shall not be entitled for any compensation by reason of such termination. The vehicle is required to be

operative till further instructions subject to satisfactory performance during the contract period. Port may, however with mutual consent of both the parties extend the period of contract by one or more years on the same rates at the same terms and conditions with **30 days** prior notice before expiry of the contract.

4. RATES TO BE INCLUDED FOR ALL OPERATIONAL EXPENSES:

- (i) The contractor may visit the Port Trust area before quoting. The bidder should quote the rate inclusive of all items covered in the price bids enclosed, by taking into consideration all operational expenses. The rate should be quoted in both figures and words in the price bid without room for ambiguity
- (ii) All operating expenses of the vehicle including Driver's pay, batta, fuel, repairs, service charges, insurance charges, statutory taxes, etc., shall be borne by the bidder and the bidder will be paid only a flat rate of hire charges per month per vehicle. Each extra k.m. run beyond the specified limit will be paid extra at the rate quoted.

5. INSURANCE:

The vehicles should cover Comprehensive Insurance to safeguard the interest of the Port against all risks involved in hiring and operation of the vehicles to comply with the Tamil Nadu Motor Vehicles Rules, 1989.

6. COMPLAINTS:

If the contractor faces any difficulty in carrying out the works, or experiences any delay in payment, etc., he/she can make a written representation to the Chief Mechanical Engineer/ V.O.CHIDAMBARANAR PORT TRUST / Tuticorin - 628 004, assigning specific reasons/proof therefore. Any notice to the contractor shall be deemed to be sufficiently served, if given or left in writing at his usual or last known place of abode of business, as well as in the notice boards of V.O.CHIDAMBARANAR PORT TRUST.

7. BREAKDOWN SERVICES:

The Contractor shall render round the clock breakdown services and shall provide substitute vehicle to the officer concerned as per Clause 26 till the completion of repair work.

8. PAYMENT THROUGH JAN-DHAN ACCOUNT:

Contractor shall arrange to make salaries for the Drivers through Jan-Dhan Account on or before 7th day of each month and to submit the documentary evidence along with the monthly hiring bills. **Payment to the Drivers have to be made as per prevailing Minimum Wages Act.**

9. PENALTY FOR DELAY IN OPERATING THE VEHICLE:

The vehicles shall be put into operation within **30 days** from the date of issue of the order. However, the Chief Mechanical Engineer may relax the time limit of 30 days and extend it by further period of 20 days without penalty, in extraordinary circumstances for the reasons recorded by the contractor based on the documents furnished. If the vehicle is not provided even after this extra period, a penalty equal to 50% of proportionate daily hire charges will be

deducted for each day, each vehicle from the monthly bills submitted by the contractor.

10. PENALTY FOR NOT PROVIDING VEHICLE:

Whenever the vehicle is under repair/service etc., a similar model vehicle should be substituted at his own cost immediately by the contractor, failing which a penalty equal to 50% of proportionate daily hire charges will be deducted from the monthly bills submitted by the contractor in addition to non-payment of proportionate hire charges payable for that day. If substitute vehicle is not provided for a period of 3 days or more, Port will be at liberty to terminate the contract & forfeit the Performance Security in addition to the levy of penalty as indicated above.

In case of the substitute vehicle beyond the model/year of manufacturing described in the tender, a penalty of 2% per year of manufacturing subject to a maximum of 10% on the hiring contract rate will be recovered from the monthly bill.

11. PENALTY AGAINST NON CLEANLINESS OF VEHICLES:

The vehicles shall be cleaned at regular interval. If complaints arised on the cleanliness of vehicles, a penalty equal to 5% of proportionate daily hire charges will be deducted for each day, each vehicle from the monthly bills submitted by the contractor.

12. NON-RELIEVING OF DRIVERS FOR THE 24 HOURS HIRING:

The contractor shall provide reliever driver whenever the existing driver is going on leave without delay. For 24 hours hiring contract, if the vehicles requires continuously, the reliever driver shall be deployed suitably by the contractor. If delay occurs for the deployment of reliever driver on a particular day, a penalty equal to 10% of proportionate daily hire charges will be deducted for each day, each vehicle from the monthly bills submitted by the contractor

13. WANT OF FUEL IN THE VEHICLE:

The contractor shall ensure to monitor the availability of fuel in the vehicle to avoid unnecessary breakdowns. If any breakdown occurs due to want of fuel, the contractor is responsible for the non-operation of vehicle and a penalty of 10% of proportionate daily hire charges will be deducted for each day, each vehicle from the monthly bills submitted by the contractor

14. CONSUMPTION OF ALCOHOL BY THE DRIVER:

The contractor shall ensure the character and conduct of the driver. If any complaints received against the driver on the consumption of alcohol during the working hours, the Contractor shall terminate the driver concerned and to deploy one driver immediately. On that particular date, a penalty of 50% of proportionate daily hire charges will be deducted for that day from the monthly bills submitted by the contractor.

15. LIQUIDATED DAMAGES: If the contractor fails to provide substitute vehicle of the similar model to the Port due to breakdown / repair of the contracted vehicle or due to any other cause within an hour of its stoppage of operation and due to that if the work suffers, the contractor is liable for recovery of

proportionate hire charges per hour or part thereof for non-supply period. In addition, 10% of the proportionate rate per day for each hour or part thereof for non-supply or the extra expenditure incurred by the Port, for hiring an alternate vehicle to concerned officials whichever is high, will be recovered.

16. TERMINATION OF CONTRACT:

(a) V.O.CHIDAMBARANAR PORT TRUST shall have the right to terminate the contract without assigning any reason by giving 30 days notice in writing. In such cases, the Performance Security will be refunded.

(b) In the event of continued unsatisfactory performance or non-compliance with any of the provisions of the aforesaid contract, this Port reserves the right to cancel the contract and forfeit the Performance Security without giving any notice.

17. DISCONTINUANCE BY THE CONTRACTOR: If the contractor is not in a position to continue the contract, he should give intimation to this Port, in writing, one month prior to the proposed date of discontinuance of the contract. In such a case, the Performance Security shall be forfeited.

18. Goods and Service Tax:

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

19. Performance Security:

The successful bidder shall deposit an amount equal to 3% of the accepted tender value as Performance Security, through RTGS/NEFT to the bank account of V.O.Chidambaranar Port Trust as mentioned in section I, Invitation to tender (or) irrevocable Bank Guarantee obtained from the Nationalised / Scheduled Commercial bank having net worth of above Rs.100 crores having its branch at Tuticorin and payable at Tuticorin, in the form as per specimen in Annexure-E.

The Performance Security Deposit will remain in force throughout the period of contract and will be released after settlement of the final bill and after satisfactory completion of the contract.

20. AGREEMENT: When the tender is accepted, the bidder will be intimated of the same. On receipt of the intimation given to him by the Chief Mechanical Engineer/V.O.CHIDAMBARANAR PORT TRUST, Tuticorin- 628 004, the successful bidder should enter into necessary agreement within 15 days of date of issue of workorder in a non-judicial stamp paper of value Rs.100/-.

21. INCOME TAX CLEARANCE: Latest Income Tax Clearance Certificate /copy of PAN card duly notarized should be produced along with the tender. The Income Tax payable on the contract amount at the approximate rates levied from time to time will be recovered from the bills of the successful contractor in accordance with the provisions of the income Tax Act of 1961 as amended from time to time.

22. PAYMENT:

At the end of each month, the contractor shall submit to the officer concerned, the bill in **quadruplicate** (as may be prescribed in this regard) along with monthly abstract and daily trip sheets duly signed by the officer using the vehicle detailing his claims for the services rendered during the month to the Officer to whom the vehicle is allotted, for arranging payment. Payment will be made on monthly basis. The contractor shall enclose copy of Valid Fitness Certificates permit and Insurance Policy of the vehicles concerned along with the bill. Bills received without valid copy of Fitness certificates and Insurance Policies will not be processed for payment.

23. COURT SUITS:

No suits or any proceeding in regard to any matter arising in any respect under this contract shall be instituted in any court save in the city civil courts of Tuticorin. It is agreed to that no other court shall have jurisdiction to entertain any suit or proceedings, even though part of the cause of action might arise within their jurisdiction.

24. ARBITRATION:

There shall be no arbitration and the decision of the Chief Mechanical Engineer, V.O.Chidambaranar Port Trust/ Tuticorin-4, shall be final and binding in case of any dispute between the contractor and the Port Trust during the currency of the contract or any time thereafter.

25. IDENTITY CARDS / ENTRY PASSES: The contractor should arrange for providing identity cards/ entry passes to his/her own employees which should be got countersigned by the Port Authorities (or) by the officer to whom the vehicle is allotted. Similarly, the contractor shall have to obtain Port entry pass for the vehicles/Drivers, which will be issued free of charge for operation of the vehicle.

26. SUBSTITUTE VEHICLE: Only approved substitute vehicles of similar model will be permitted to operate for the Port Trust during the contract period and in case, the contractor desires to substitute any of the approved vehicles, this should be done only after obtaining prior approval from the Chief Mechanical Engineer. In case, any of the vehicles is required to be substituted, the substitute vehicle should strictly conform to the tender specification. Payment of hire charges for the substitute vehicle would be made only if the vehicle has been got approved by the Chief Mechanical Engineer of the Port except in cases where the approved vehicles have to be replaced immediately due to repair/break down/service, etc., which is permissible as per Clauses 7 & 10 and where such temporary replacement does not exceed one week.

27. MINIMUM WAGES ACT:

The contractor shall settle minimum wages, remit ESI, EPF, Bonus to the manpower deployed and submit proof of the same every month, failing which the contract is liable for termination and other regulations for Driver shall be adhered as per labour laws.

28. CONTRACT LABOUR ACT: Bidder shall comply with all necessary regulations of Contract Labour (Regulation and Abolition) Act,1970and1971. The contractor

shall satisfy the rules of Central Excise Department, as applicable.

29. INSPECTION:

The vehicle will be inspected periodically for road worthiness and any defects pointed out by the Port Officers should be rectified and in the meanwhile the contractor should provide a substitute vehicle of similar model which should be duly approved by the Chief Mechanical Engineer before it is put into operation.

30. REPORTING POINT OF THE VEHICLES:

The Kms run by the vehicle will be calculated from the point where the vehicle is required to report in the V.O.CHIDAMBARANAR PORT TRUST area and not from garage to garage of the contractor. Generally the reporting point would be the Administrative Building premises of the V.O.CHIDAMBARANAR PORT TRUST. However, the Port will be at its liberty to change the reporting place from time to time within the Port area as per the requirement of the officers using the vehicles.

31. OPERATION OF THE VEHICLES TO OTHER STATES:

The hired vehicles shall be sent to any other places in the State of Tamil Nadu and also to other States as directed by the Chief Mechanical Engineer or the Officer in-charge of the Vehicles (Operation) or the Officer using the vehicle, as may be required from time to time. The actual "Other States Permit" charges, toll for road/bridges, parking charges at Airport, Railway station & other places will be reimbursed, subject to production of original receipt

32. COMPENSATION IN THE DIFFERENCE IN THE RATE OF FUEL:

The rates shall be firm for the entire duration of the contract and there shall be no escalation of rates on any account, except for the changes in the fuel prices due to hike by Govt. which will be compensated at actual. Increase/decrease in monthly or daily rate will be allowed.

According to the following formula:-

$$\text{Increase/Decrease in monthly rate} - \frac{\text{Increase/Decrease in price of fuel per litre X Actual KM used}}{\text{X Km per litre}}$$

$$\text{Increase/Decrease in daily rate} - \frac{\text{Increase/Decrease in price of fuel per litre X Actual KM used}}{\text{X Km per litre}}$$

$$\text{Increase in extra km rate} - \frac{\text{Increase in price of fuel per litre X Total extra KM}}{\text{X Km per litre}}$$

The Value of X =

- a) 20 for Schedule I&II
- b) 12 for Schedule III& IV

No extra charges in any form should be claimed after opening of the tender. Reference date for fuel escalation will be the date of opening of first cover of the Tender.

33. DEPLOYMENT OF DRIVERS:

- The Bidder shall deploy atleast 2 drivers alternatively for the vehicles hired/day.
34. Repair/Service/Maintenance, etc. will be the responsibility of the contractor. Repair tools and stepney should be available in the vehicle always.
35. The Registration number of the hired vehicles shall be displayed only as per the guidelines applicable for the hired vehicles issued by the Central/State Transport Authorities from time to time. In addition, they can use a board "**ON HIRE TO VOCPT**" at the time of actual usage only and nothing extra shall be added. The vehicle should have been registered as a transport vehicle as the case maybe.
36. If the vehicle is not required for a period more than 5 days advance intimation will be given to the Contractor by the concerned officer. In such cases the Bidder will be allowed to sublet with written permission of the Chief Mechanical Engineer, V.O.CHIDAMBARANAR PORT TRUST. The Tender documents or the Contract is not transferable. The Chief Mechanical Engineer reserves the right to award the contract to one or more bidders as the case may be and also reserves the right to relax or waive any of the conditions stipulated in the specification wherever necessary.
37. The bidder shall have office in Tuticorin / Tirunelveli District or shall arrange for opening the office before operation of the vehicles and the address of the office must be provided during tender or before signing the agreement. The bidder shall be responsible for any violation of the provisions of the contract by him/her or the Driver. Vehicles which are owned either by the employees of V.O.Chidambaranar Port Trust or by his / her dependent shall not be engaged for hiring.
38. The Chairman, V.O.CHIDAMBARANAR PORT TRUST at his discretion is competent to increase/decrease the number of vehicles to be hired from a contractor considering the factors like the rate being offered, satisfactory/unsatisfactory performance of the service, etc by the contractor.
39. The contractor/ the driver of the vehicle should display their identity cards or entry passes on their person and also of the vehicles while entering the Port area including Zone- "B" of this Port.
40. The vehicle's driver / contractor should maintain a trip sheet in the format, prescribed by the Chief Mechanical Engineer / VOCPT, for every day of operation to be submitted along with the monthly bill.
41. The vehicles to be supplied shall generally be required for transportation of Officials / for Port works as directed by the controlling Officer of the vehicle and by Chief Mechanical Engineer or Officers authorised by him in respect of other vehicles. The vehicles will be allocated according to the Port's needs from time to time. The trip sheets will be arranged to be closed by the Officers concerned for whom the vehicle is allotted. The trips to be made based on the instructions given by the controlling Officers of the vehicle concerned from time to time.

42. The vehicles should be in excellent running condition and kept clean and tidy every day inside as well as outside with comfortable seats and also free from any type of mechanical defects. Moreover the fuel tanks shall be kept filled full before reporting for duty. The contractor shall engage Driver with valid driving licence and enough experience and with necessary skill and character. The contractor shall ensure that the driver is always in uniform which will be intimidated while issuing work order and disciplined and behave properly with Port Officers. The Bidder shall deploy the driver having experience of driving car or taxi of not less than 2 years as on the date of submission of tender.
43. The vehicle should be provided even during odd hours if required by the Chief Mechanical Engineer/ V.O.CHIDAMBARANAR PORT TRUST or by the officers to whom the vehicle is allotted. First aid medicines shall be kept in the vehicles always. In addition, copy of valid Fitness Certificate and Insurance policy shall be kept in the vehicle.
44. The contact phone Nos., Cell phone Nos. etc., have to be furnished by the bidders while submitting the bids. Any changes therein and in the address shall be duly brought to the notice of the Chief Mechanical Engineer. All Drivers should be provided with a Cell Phone with incoming call facility.
45. The trial/check-up runs and the kilometers run for the vehicle to go to garage or to come from the garage to the reporting duty point shall not be billed. The vehicle shall not carry passengers other than authorised personnel by the Port Trust during contractual operation.
46. Place of parking of vehicles will be provided either in the Port's Administrative Office building premises or in any other location as instructed by HODs/CME depending upon the reporting place of vehicles. However, the contractor shall park the vehicle at his risk and cost. The Port Trust shall not be responsible for any loss or damage caused to the vehicle / vehicles while parked in the Port premises. The vehicles will be stationed in the Port's Administration Building Premises (or) in any other location of the Port as may be decided by the Chief Mechanical Engineer from time to time. The Contractor shall also give details of all the Drivers like Name, Permanent address, Licence and badge no. etc., if any, duly countersigned by the contractor to the Chief Mechanical Engineer.
47. The bidders may read the tender document fully.
48. The Contract is liable for cancellation if either the contractor himself or his family members is found to be a person who has held any post under the Board of V.O.Chidambaranar Port Trust, without obtaining the prior permission of the Board or of the Chairman as the case maybe.
49. **CALCULATION OF EXTRA KILOMETERS& TIMINGS:**
 - 1) Payment will be made on monthly basis.
 - 2) If the vehicle is operated less than 25 days per month the payment will be given as per proportionate hire charges
 - 3) Each vehicle has to run about average hours and kms per day as indicated in the Schedule I to IV. However, kms exceeding the above limit in a month shall be paid at the contracted rate, after the approval of the Chairman/Dy.

Chairman.

- 4) The duty engagement shall be 24 hours per day and shall be deployed as per the requirement of the controlling officer. The vehicle shall report for duty on Sundays and Holidays if required without additional charges.

50. Payment for the accumulation of Kilometres:

- 1) If the vehicle is operated above the normal monthly prescribed limit, the bidder may claim the extra Km run after approval of the CPT/Dy CPT immediately.
- 2) If the vehicle is operated less than the normal monthly prescribed limit, the remaining Km must be carried over and added to the next month prescribed limit. This process shall be continuously followed in the ensuing months.

51. ACCIDENTS & DAMAGES:-

In case of any accident caused to any person including the bidder's or Port's workmen or damage to any property in the course of the execution of the contract, the bidder will be solely responsible for payment of Compensation, Medical aid, etc. In case, the bidder fails to pay the compensation within a reasonable time, where the damage occurs within the Port area, the Port may settle the claims and arrange to recover the same from the bidder. The bidder shall be solely responsible for any accidents to his/her employees, Port's employees, or the public, from any cause whatsoever and he shall indemnify the V.O.C.Port Trust against any damage to property or injury to person resulting from any such accidents and shall take steps to properly insure against any claims. V.O.Chidambaranar Port Trust shall not have any connections whatsoever in this connection against any proceedings/ actions by any Government/Departments of Governments, etc.

52. TAMIL NADU MOTOR VEHICLES RULES, 1989:-

The bidder's vehicles and the drivers shall comply with all necessary rules and regulations under the Tamil Nadu Motor Vehicles Rules, 1989 during the contract period and must fulfil all the requirements of the Regional Transport Authorities in respect of R.C. book and updating / renewing the driving licence, fitness certificate, insurance policy, permit and payment of road tax from time to time and attested xerox copies shall be submitted to the Officer in charge of Vehicles' operation of this Port then and there for record during the period of contract.

53. PAYMENTS TO THE EMPLOYEES:

Minimum two drivers must be engaged daily by the contractor. All the payments like Salary, Ex-gratia etc in respect of drivers employed, should be made only through JhanDhan Aadhaar Yojana bank Account only and no cash payment should be made on any occasion.

54. COMPLIANCE WITH ESI AND EPF ACT:

The contractor should adhere the Employees State Insurance Act 1948 (34 of 1948)

- If the contractor is likely to employ more than 20 employees, the contractor should have obtained ESI code. Further the contractor should submit the ESI

- code number and confirm the payments made by them.
- If the contractor employs less than 20 employees, the contractor should give the list of employees to be deployed by them. The said contractor should have to pay them employer and employee contribution to ESI in the code of VOCPT otherwise payment to contractors will be withheld. If the contractors failed to comply with the above directions, the Principal Employer i.e. PORT TRUST will recover the amount from the contractors bill and make payment to ESI.
 - The contractor should adhere the employee provident fund act.
55. The contractor shall ensure that the hired vehicles should have valid Fitness Certificates, Permit and Insurance Coverage throughout the contract period.
56. The contractor shall adhere all statutory requirements and follow Indian Act.
57. In case of any bidder found indulged in corrupt, fraudulent, coercive, undesirable, breach of the bid conditions and restrictive practices during the bidding process, VOC Port Trust is entitled to debar the bidder for a period not exceeding three years.
58. **INTEGRITY PACT:**
The successful Bidder shall also require to execute an 'Integrity Pact' in the prescribed pro-forma provided in Annexure-F of the tender document.
Scanned copy of pre-contract Integrity Agreement (as per Annexure enclosed) is to be uploaded along with the bid. Original hard copy of Pre-Contract Integrity Pact Agreement shall be submitted by post or hand immediately after closing date of online E-tender failing which tender shall be considered irrelevant.
The details of Independent External Monitors (IEM) are: 1) Shri.A.Radhakrishna Kini, IPS (Retd), B91, Vishrantika CGHS, Sector 3, Dwarka, Plot 5A, New Delhi - 110 078. Phone No.99717 22727, Mail ID: arvkini2004@yahoo.co.in and 2) Shri.Arun Kumar, CSS (Retd), B308, Third Floor, Aishwarya Opulence Apartment, Out Ring Road, Marathanhalli, Bangalore - 560 037, Mail ID: kumararun_53@rediffmail.com.

Sd/-

CHIEF MECHANICAL ENGINEER

**"TECHNICAL & COMMERCIAL BID"
(to be enclosed in Envelope No.1)**

**V.O.CHIDAMBARANAR PORT TRUST
MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT**

(Tender Notice No. MEE-SE1VH-HIR-OFFCR-V1-20)

FORM FOR OFFER OF HIRING OF VEHICLES FOR V.O.CHIDAMBARANAR PORT

(Instruction: Please read the form and tender conditions carefully before filling the columns)

1. Full Name of the Firm/Transport Contractor / Tourist :
Taxi Operator
2. Postal Address :
3. Telephone Nos . /Cell Nos. Office :
Residence :
4. Registration Nos. of passenger cars proposed to be :
operated. (Please attach copy of R.C book of these
vehicles duly attested)
5. Details of Experience in the line for 3 years of :
handling passenger transport contracts
(Please attach documentary evidence duly attested
by Notary Public Specific Work Order/Agreement
along with completion certificate / Performance
report received from the concerned organisation)
6. Details of Annual Financial Turnover :
(Please attach documentary evidence duly attested
by Notary Public. Payments made by the
user/Auditor's certificate/Income Tax Return filed
for the last year)
7. Income Tax- Permanent Account Number :
8. GST No. :
(Attested xerox copy or proof of applying for
Registration Number with the Central Excise
Department may be enclosed)
9. Number of vehicles offered and the relevant :

schedule

10. Details of dependents or close relatives working in :
this Port

11. Details of E.M.D. enclosed Amount :
D/D No. :
Date :
Banker's Name :

All the terms and conditions laid down in the Tender documents are acceptable to me /
us.

SIGNATURE OF THE BIDDER WITH SEAL

NOTE: Any indication of rate in 'Technical and Commercial bid' (Envelope No.1) will
result in disqualification of the tender.

“TECHNICAL & COMMERCIAL BID”

(To be enclosed in Envelope No1)

DETAILS OF DOCUMENTS FOR THE VEHICLES OFFERED

Sl. No	Model of the vehicle	Regn. No.	Owner's Name as in the R.C. Book	Year of Regn.	Permit No.	Insurance policy No.
1.						
2.						
3.						
4.						
5.						

**NOTICE INVITING e-TENDER FOR THE WORK “Hiring of vehicles for Officers of Port
for the period of three years”
TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

To

The Chief Mechanical Engineer,
V.O.Chidambaranar Port Trust,
Tuticorin - 4

Sir,

Subject: Hiring of vehicles for Officers of Port for the period of three years” -
Reg.

Tender Reference No: MEE-SE1VH-HIR-OFFCR-V1-20 Dt: .12.2020

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Note: In case 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.

AGREEMENT

AGREEMENT FOR HIRING OF VEHICLES FOR OFFICERS OF PORT

This agreement made on _____ day of 2020 between the Board of TRUSTEES, V.O.CHIDAMBARANAR PORT TRUST, a body corporate under Major Port Trust Act, 1963 (herein after called the Board which expression shall unless excluded by or repugnant to the context, be deemed to include the successors in office) on the one part.

AND

..... (herein after called the “CONTRACTOR” which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or successors in office) of the other part.

WHEREAS the Board of Trustees of the VOC Port is desirous of awarding the work comprising for “HIRING OF VEHICLES FOR OFFICERS OF PORT FOR THE PERIOD OF THREE YERAS " from the date of issue of work order.

WHEREAS the contractor has offered to execute, complete and maintain such works and whereas the Board has accepted the tender of the contractor.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of 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. Tender document No. MEE-SE1VH-HIR-OFFCR-V1-20
 - b. Work order No. MEE-SE1VH-HIR-OFFCR-V1-20 D Dt:
 - c. Bank Guarantee letters exchanged between VOCPT and the Contractor upto the date of award of contract.
3. The contractor hereby covenants with the Board of Trustees of VOC Port to construct, complete and maintain the "works" in conformity in all respects with the provision of the agreement.

4. The Board of the Trustees of VOC Port hereby covenants to pay the contractor in consideration of such construction, completion and maintenance of the works 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 Trustees of VOC Port was hereunto affixed and The Chairman thereof, has set his hand in the presence of

For the CHAIRMAN of the Board of Trustees,
VOC Port

The common seal of
The Contractor in the presence of
CONTRACTOR

Bid Securing Declaration Form

Date: _____

Tender No. MEE-SE1VH-HIR-OFFCR-V1-20

To

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

I/We. The undersigned, declare that:

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

I/We accept that I/We may be disqualified from bidding for any contract with you for the time specified in the tender document if I am /We are in a breach of any obligation under the conditions specified in the bid document, because I/We

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

SPECIMEN FORM OF BANK GUARANTEE BOND (FOR PERFORMANCE SECURITY)

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

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

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

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

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

6. 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 Mechanical & Electrical Engineering Department, V.O.Chidambaranar Port Trust certified that the terms and condition of the said Agreement have been fully and properly carried out by the said contractor's and accordingly discharges this Bank Guarantee. Unless a demand or claim under this Guarantee is made on us in writing within three months from the date of expiry of the validity of the Bank Guarantee period we shall be discharged from all liability under this Guarantee thereafter provided further that the Bank shall at the request of the Port but at the cost of Contractor(s) renew or extend this Guarantee for such further period or periods as the Port may require.

7. We * _____ further agree the Port, that the Port

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

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

We * _____ lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Port in writing.

9. This guarantee is valid upto _____ (period)

Dated the day of 2020 for **

Indicate here the name of the Bank

Indicate here the period or date.

Contractor

Integrity Pact

Between

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

And

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for **“Hiring of vehicles for Officers of Port for the period of three years”** The Principal values full compliances with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and/or Contractor(s).

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

NOW, THEREFORE,

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

Enabling the PRINCIPAL/EMPLOYER to get the contractual work executed and/or to obtain/dispose the desired said stores/equipment at a competitive price in conformity with the defined specifications/scope of work by avoiding the high cost and the distortionary impact of corruption on such work/procurement/disposal and Enabling BIDDERS/CONTRACTORS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL/EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

Section-1 - Commitments of the Principal/Employer:

- (1) The Principal commits itself to take measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal, personally or through family members, will, in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption (PC) Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section-2 - Commitments of the Bidder(s)/Contractor(s):

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer,

promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bid or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representative in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian Agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annex-"A".
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as considered appropriate.

Section-4 - Compensation for damages:

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section-5 - Previous transgression:

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years from the date of signing the Integrity pact with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Undertakings/Enterprise in India, Major Ports/Govt. Departments of 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 action can be taken as considered appropriate.

Section-6 - Equal treatment of all Bidders/Contractors/Sub-contractors:

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub-contractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section-7- Other Legal actions against violating Bidder(s)/Contractor(s)/Sub-contractor(s):

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

Section-8 -Role of Independent External Monitor (IEM):

- (a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- (b) The Monitors shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the contract.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of V.O.ChidambaranarPortTrust.
- (e) THE BIDDER(s)/CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the PRINCIPAL including that provided by the BIDDER/CONTRACTOR. The BIDDER/CONTRACTOR will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation, if any. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Sub-contractor(s) with confidentiality.
- (f) The Principal/Employer will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.
- (g) The Monitor will submit a written report to the designated Authority of Principal/Employer/Chief Vigilance Officer of V.O.Chidambaranar Port Trust within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Employer/Bidder/Contractor and should the occasion arise, submit proposals for correcting problematic situation. BIDDER/CONTRACTOR can approach the Independent External Monitor(s) appointed for the purposes of this Pact.
- (h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to 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 to take action.
- (i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the relevant IPC/PCA, and the Principal/Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (j) The word 'Monitor' would include both singular and plural.

Section-9 - Facilitation of Investigation:

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

Section-10 - Pact Duration:

The Pact begins with when both parties have legally signed it and will extend up to 2 years or the complete execution of the contract including warranty period whichever is later. In case bidder/contractor is unsuccessful this Integrity Pact shall expire after 6 months from the date of signing of the contract.

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 VOCPT.

Section-11 - Other Provisions:

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal at Tuticorin.
- (2) Changes and supplements as well as termination notices need to be made in writing in English.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)
(Office Seal)

Place:

Date :

Witness 1:

(Name & address)

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

Witness 2:

(Name & address)

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

(For & on behalf of Bidder/Contractor)
(Office Seal)

Witness1:

(Name & address).....

Witness2:

(Name & address).....