



V.O.CHIDAMBARANAR PORT TRUST

Mechanical and Electrical Engineering Department

E-TENDERING

TENDER DOCUMENT FOR

Appointment of Government / Private e-auctioneer for conducting
online auction of de-commissioned Port Tug M.T.Thiruvalluvar

Tender No. MEE-SD- Disposal /MTT/2021

TENDERS WILL BE DOWNLOADED ONLINE FROM 03-06-2021 TO 24-06-2021 (up to 15:00 Hrs.). COMPLETED TENDERS ARE TO BE SUBMITTED ONLINE ON OR BEFORE 15:00 HRS on 24-06-2021 AND BIDS WILL BE OPENED AT 15:30 HRS on 24-06-2021

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

V.O.CHIDAMBARANAR PORT TRUST
Mechanical and Electrical Engineering Department

Tender No.MEE-SD- Disposal /MTT/2021.

NOTICE INVITING TENDER

Appointment of principal e-auctioneer for conducting e-auction through government / private e-auction platforms for the disposal of one No. of used Tug M.T.Thiruvalluvar VOCPT.

1.	Downloading of tender document from VOCPT online e-tendering website.	03.06.2021to 24.06.2021
2.	Last date & Time for submission of tenders online.	Up-to 15:00Hrs on 24.06.2021
3.	Online technical bid opening date and time	At 15:30 Hrs on 25.06.2021
4.	Period of Completion of Work	60 days
5.	Validity of tender	120 days from the bid due date.
6.	Performance Bank Guarantee	Rs. 6,72,605/- [See tender clause 2.11 of Sec- II]
7.	Name of the officer processing the tenders	Chief Mechanical Engineer, Mechanical & Electrical Engineering Department, V.O.Chidambaranar Port Trust, Tuticorin-628004.

For further details please visit<https://etenders.gov.in/eprocure/app>and
Port website www.vocport.gov.in

CHIEF MECHANICAL ENGINEER

1. Electronic Tenders (Online) are invited in '**SINGLE BID TWO COVER SYSTEM**' on behalf of **V.O.CHIDAMBARANAR PORT TRUST (VOCPT)** from reputed and experienced Government and Private e-auctioneers for the work of conducting e-auction of the Tug M.T.Thiruvalluvar of **V.O.Chidambaranar Port Trust**.
2. 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 their name in the website <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>. Tenders in any other manner will be rejected and no correspondence on such matter will be entertained.
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 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 the submission of the tender forms online.
4. VOCPT may verify the original documents with the documents scanned and submitted by the bidder in the e-tender portal, at any time during the tendering process.
5. The tender document submitted by the bidders who had litigation against the VOCPT will not be considered. If such bidders submit the tender document downloaded from the web site, the same will not be considered.

CHIEF MECHANICAL ENGINEER

SECTION - I SCOPE OF THE SERVICES

1. The scope of services (Scope) shall comprise the following, but not limited to:
 - i. The e-auctioneer/Service provider shall be expertise in providing contract preparation, market development, risk management, efficient price discovery, clearing and settlement.
 - ii. The e-auctioneer/ Service provider would depute a resource to coordinate with VOC Port Trust on continual basis.
 - iii. The e-auctioneer/ Service provider should identify the buyers in way of extensive marketing.
 - iv. The trading timing for the e-auction will be fixed by V.O.Chidambaranar Port Trust and the e-auctioneer/ Service provider shall enable the e-auction successfully.
 - v. The Highest bidder (H1) would be entitled as winner for purchase of the TUG M.T.Thiruvalluvar being auctioned and price after due recommendations of VOC Port.
 - vi. To submit the final report after the completion of e-auction process.
 - vii. To follow up the successful bidder/ buyer for making final payment as per the quoted and approved prices.
 - viii. To ensure the disposal of the tug M.T.Thiruvalluvar from the port area after completing all the statutory , legal and commercial formalities by creating a delivery order and generating an Invoice through the system.
 - ix. E-auction system should be transparent/user friendly for bidders/ buyers for easy participation in e-auction.
 - x. The successful e-auctioneer/ service provider should provide extensive training to the interested bidders/ buyers so as to ensure maximum participation of bidders/ buyers in the e-auction platform.
 - xi. E-auction platform shall ensure facility for the bidders/ buyers to participate anywhere from India without any difficulties and there is no need of submitting physical auction registration form to seller or auctioneer.
 - xii. The e-auctioneer/ service provider should upload maximum photographs and videos of the Tug M.T. Thiruvalluvar in the e-auction website so as to ensure the bidders/ buyers to know the present condition of the equipment.

SECTION - II GENERAL CONDITIONS OF TENDER

2.1 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 from reputed Government / Private e-auctioneers for conducting e-auction of Port Tug M.T.Thiruvalluvar of VOCPT.

The used M.T Thiruvalluvar, 32 Ton Bollard Pull Tractor Tug, was inducted in Port fleet during 1995 and is being deployed in Port operation. The tug has completed its economical life period during 2015. The principal dimensions of the used M.T Thiruvalluvar 32 Ton Bollard Pull Tractor Tug are as follows.

Length (OA) - 32.90Mtr

Length (WL) - 31.67Mtr

Breadth (mid) - 10.00 Mtr

Depth at side from B/L - 6.21Mtr

Depth at side from W/L - 4.25Mtr

Draft from W/L - 2.79Mtr

Main Engine - 2 X 1270 KW @1000rpm.

Wartsila Nahab, twin screw / Voith

Light ship weight: 434:36T

2.3 Downloading of Tender from VOCPT on line e-tendering web site:

The complete set of tender documents including scope of work, General conditions, Special conditions, Work specifications, Forms & Conditions of contract etc. will be issued on e-auctioneers registered through e-tendering website www.tenderwizard.com/VOCPT from 03.06.2021 to 24.06.2021 (up to 15:00 Hrs).

The instructions for submitting e-tender are given in the e-tendering website www.tenderwizard.com/VOCPT.

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

a) Cover-I

- 1) Copy of Income Tax Permanent Account Number card.
- 2) The scanned copy of GSTIN No. & Certificate of Registration shall be enclosed along with tender to be uploaded.
- 3) A tender acceptance letter confirming validity of the proposal for **120 days** and detailing contents of the proposal including list of enclosed documents (**Annexure - 1**).
- 4) Power of Attorney in the name of the person/s signing the bid documents.
- 5) The e-auctioneer should confirm that there is no conflict of interest in taking up this assignment by submitting an undertaking to the effect that, they /their affiliates will not bid for/ rate the same project.
- 6) A statement supported by documentary evidence establishing fulfillment of all the Minimum Eligibility Criteria by the Bidder/s as per the General Terms and condition as mentioned in the Clause 2.5.
- 7) Corporate information of Bidder as per **Annexure-2**.
- 8) Duly Notarized details in respect of background of the e-auctioneer/s past experience, copies of work orders issued by the clients for conducting e-auction during the period of three years out of last seven years, copies of Selling Agency Agreements/ Work orders/ Completion certificates entered by the e-auctioneer with the clients in respect of the e-auctions executed in past, current e-auctioning activities during the three financial years out of last seven years ending 31st March 2020 likely to be involved in executing this assignment as proof of experience as per **Annexure-3**.
- 9) Compilation of pre-bid queries / answers, if any, with each page initialed by the authorized signatory in token of having been read and accepted by the party.

b) Cover-II

The Schedule of Prices to be indicated in the respective columns shown in the e-tendering Website as per the format set out in **Annexure-4. (Financial Bid)**

The completed tender should be submitted through online in e-tender website Tender Wizard on or before 24.06.2021 up to 15.00 Hrs. The online submitted tenders will be opened in the e- tender website Tender Wizard on 25.06.2021 at 15.30 hours, in the presence of tenderers who wish to be present at the time of opening.

2.5 Minimum Eligibility Criteria:

1. The e-auction Software of service provider should be certified by Standardization Testing and Quality Certification Directorate [STQC] Ministry of Electronics and Information Technology and also to comply with the latest CVC Guidelines, DIT - Department of Information and Technology, Government of India (copy of certificate to be submitted) and should comply with Central Vigilance Commission's guidelines for e-procurement applications General Finance Rule 2005 [GFR] and Information Technology Act, 2000 and its amendments, 2008.
2. (a) The e-auctioneer/ service provider shall have minimum experience of at least three (3) years out of last 7 years in business of conducting e-auction. The e-auctioneer/ service provider should furnish self-attested copies of work orders issued by their clients for conducting e-auction during the period of three years out of last 07 years and/or self-attested copies of Selling Agency Agreements / work orders / completion certificate entered by them with their clients as proof of experience.

(b) The e-auctioneer/ service provider shall have experience as above for conducting e-auction for any of the following organizations:-
 - (i) Any Commissionerate of Customs.
 - (ii) Any Major Port Trust .
 - (iii) Airport Authority of India.
 - (iv) Any Public Sector Undertaking.
 - (v) Any CFS/ICD, (Any organization under State Central Government Public Sector Banks)

(c) The e-auctioneer/ service provider shall have earned at least Rs.5,60,504/-[Rupees, Five lakhs, sixty thousand, five hundred and four only] on an average during three years out of last 07 years as professional /auction fees by way of conducting e-auction on behalf of their clients during the three financial years out of last 07 years ending 31 March 2020.

As a proof of average income of Rs.5,60,504/-[Rupees, Five lakhs, sixty thousand, five hundred and four only]earned by them through professional /auction fees during the three financial years out of last 07 years, the e-auctioneer/service provider should submit Notarised copies of Income & Expenditure Accounts and Balance Sheet duly certified by Chartered Accountant. Proof of receipt of contract price to be attached.

(d) The e-auctioneer/ service provider shall have conducted at least 10 e-auctions during three financial years out of last 07 years. The e-auctioneer/ service provider should submit copies of the relevant auction list / tender list / e-auction notice / copy of bills received as evidence.

(e) The e-auctioneer/ service provider shall furnish documentary evidence for points mentioned above and duly signed all the Annexure enclosed, in absence of which their offer will be rejected.

3. e-auctioneer/ service provider should submit undertaking that they have not been blacklisted / debarred from services in any Central or State Government organization PSU or any other organization.

Note: The tender which does not satisfy the pre-qualification criteria as mentioned above shall summarily be rejected and shall not be considered for further evaluation.

2.7 Time for Completion:

The whole assignment has to be completed in a maximum period of three months from the date of issue of work order.

Normally extension of time for completion of the e-auction process is not entertained. However, considering the valid reasons or the circumstances arises beyond the control of e-auctioneer, based on the written request received from the e-auctioneer the Authority may consider for granting the extension of time.

2.8 Rates to be Figures and Words:

The tenderer shall quote the rate / percentage of rate in Indian Rupees and in English, in figures as well as in words inclusive of, Customs duty import duty, GST etc., the rates tendered by him in the concerned proforma of the tender and in such a way that interpolation is not possible. The tendered amount for the work shall be entered in the tender form and duly signed by the tenderer and enclosed and sealed in cover No.2. In case of any discrepancy between figures and written words, the rates in words shall be taken as the quoted price.

2.9 Correction/Variation:

- (i) All corrections and alterations in the entries of the tender documents shall be attested with full signature of the tenderer with date. No erasures or over-writings are permissible.
- (ii) The tenderers should not send any revised or amended offers after the opening of the tender. No such document will be entertained. The Board also do not accept offers with the price variation clause.
- (iii) The prices and amounts entered in the schedule of price shall represent the tenderers offer for the work generally in accordance with work specifications and purpose given in this tender.
- (iv) Deviation: Tender should be completed in all respects for taking a decision immediately on opening of the tender. In the absence of tenderers disagreement to any particulars clause, it will be construed that they are agreeable to such ports conditions where they have not expressly deviated.

2.10 Signing of Agreement:

Within 15 (fifteen) days from the date of issue of Letter of Award / Work order, the successful Bidder / service provider shall sign a formal agreement (Annexure-5) as annexed in the Bid Document.

2.11 PERFORMANCE BANK GUARANTEE:

- (i) The contractor shall deposit an amount of Rs. 6,72,605/- [Rupees. Six lakhs, seventy two thousand, six hundred and five only] as Performance Bank Guarantee and it shall be paid through RTGS /NEFT to V.O.Chidambaranar Port Trust, Tuticorin or shall be paid through 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-7. This Performance Bank Guarantee will be refunded only after satisfactory completion of the work. The Performance Bank Guarantee will not bear any interest

(ii) VOCPT DETAILS OF BANK ACCOUNT FOR MAKING PAYMENT

RTGS/NEFT:

A	Name and Address of the Bank	Indian Overseas bank, Harbourbranch,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

- (iii)** A letter from the Bank shall also be sent along with the Performance Bank guarantee directly to the Employer within 15 days of placement of work order or before the commencement of work whichever is earlier. However, the Chief Mechanical Engineer may relax the time limit of 15 days and extend it by further period of 10 days in extraordinary circumstances for the reasons recorded by him. If the performance Bank guarantee is not deposited in time as prescribed above, the work order shall stand cancelled automatically and the bidder will be suspended for a period of one year. The performance Bank guarantee should be valid till the completion of the e-auction or for a period of 3 months ,which ever is latter. The Performance Bank guarantee will remain in force throughout the period of contract of tender as specified in the tender document of this tender and will be refunded thereafter.
- (iv)** The contractor shall furnish the Performance Bank guarantee towards performance security by the issuing bank directly to the port. The amount as stated will not bear any interest. Bank Guarantee, obtained from the Nationalized Bank /Scheduled bank in the format prescribed by the Port, Shall be in compliance with for a digital confirmation for the Bank Guarantee and the BG not complying with this shall not be considered.
- (v)** The Bank Guarantee shall be refunded without any interest after the successful completion of the contract. If the E-AUCTIONEER fails to perform or observe any of the conditions of contract, Port Trust will be at liberty to deduct any amount due to Port Trust under this contract from Performance Bank guarantee /any sums of money due or that may become due to the e-auctioneer. This is without prejudice to the rights of the Port Trust under the terms of this Contract.
- (vi)** The Performance Bank guarantee furnished towards the performance security shall be valid till the completion of the e-auction or for a period of 3 months, whichever is latterand shall have a claim period of three months after successful completion of e-auction. In case of extension of e-auction period, Bank Guarantee has to be extended for a further period as required by V.O.Chidambaranar Port Trust to cover the extended e-auction

period. Any expenditure in this regard will be borne by the e-auctioneer.

2.12 Witness:

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

2.13 All pages to be signed:

All signatures in the tender documents shall be dated. All pages of all section of the original tender documents shall be signed with date and seal at the lower right hand corner and also signed wherever required in the tender document by the tenderers or by a person holding power of attorney to sign on behalf of the tenderer before submission of the tender.

2.14 Right of the Board to accept or reject the Tender:

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

2.15 Transfer of Tender Documents:

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

2.16 Taxes & Duties including GST:

GST If any chargeable extra, may be clearly indicated in the price schedule available in the e-tendering website.

Goods and Services Tax:

1. As per GST Act, invoice in the prescribed format has to be issued by a registered dealer on or before the time when goods are removed for supply (where supply involves movement) on or before the time when delivery is received by the recipient (where movement of goods is not involved)
2. The law has laid down conditions to avail GST input tax credit on supply of Goods or services. All of the following conditions need to be satisfied to avail GST input credit:
 - The dealer should be in possession of Tax Invoice/Debit or credit Note/Supplementary Invoice issued by a supplier registered under GST Act.
 - The said goods/services have been received.

- Returns (GSTR-3) have been filed
 - The tax charged has been paid to the Govt. by the supplier
3. As a service provider, contractors /professionals etc shall issue the invoice within 60 days to the Port from the date of providing service. If the invoice is not issued within the time limit, then penalty and/or interest shall be applicable. If any of the contractors/ professionals do not issue invoices as aforesaid and do not file tax return by due date, Port cannot avail the ITC. Further, Port has to pay the said ITC availed with interest and penalty as applicable under GST rule. Therefore, in the event of default of the contractor on the above grounds, the said amount paid/payable to the Government by Port shall be recovered from any money due to the contractor or adjusted against the performance security/security deposit.

a) Income Tax

Income Tax and surcharge as applicable will be deducted at source by V.O.Chidambaranar Port in accordance with Income Tax Act at the rate applicable from time to time and in accordance with instruction issued by INCOME TAX Authorities on this behalf from time to time. The consultant shall furnish his PAN details or a copy of Income Tax exemption certificate if any.

b) GST-TDS: - GST TDS will be recovered as per GST Act.

C) GST:-

The firm shall furnish GSTIN Number and copy of certificate of registration duly attested by Notary.

2.17 Opening and Acceptance of Tender:

Cover-I containing the technical documents to shortlist the eligible tenderers will be opened through e-tender procedure on the scheduled date and time i.e., on 25.06.2021 at 15:30 hrs in the presence of such tenderers who wish to be present at the time of opening.

After the verification of first cover and getting the required technical/commercial clarifications based on the information given, Port Trust will prequalify the eligible tenderers.

The cover 2 containing the price bid document will be opened through e-tender only for those tenderers who are shortlisted and technically pre- qualified in cover-I. The date and time of opening of the No.2 cover will be informed to the qualified tenderers.

Tenders submitted by tenderers shall remain valid for acceptance for a period of 120 days from the date of opening of the tenders. The tenderers will not be allowed during the declared period of validity to revoke or cancel his tender or to vary any term thereof, without the consent in writing of the Chief Mechanical Engineer.

2.18 Addenda / Corrigenda:

Addenda/Corrigenda to the tender documents will be issued by the Chief Mechanical Engineer prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions.

Such addendum/corrigendum will be uploaded in the tender wizard and Port website. Tenderers who are unable or unwilling to bring their tenders to conform to the requirements of the Board are liable to be rejected.

2.19 Collection of Data - Tenderer's Responsibility:

The tenderer shall visit the Port and acquaint himself fully with the existing conditions of the Port Tug M.T. Thiruvalluvar as the e-auction is to be carried out on **“As is where is Basis”** and no claims whatsoever will be entertained on the plea of ignorance or difficulties in the execution of the e-auction. Before submitting the tender, the tenderer shall be deemed to have clearly understood and satisfy himself regarding the work and services for conducting the e-auction, all conditions liable to be encountered during the execution thereof and that prices, rates and/or compensation quoted in the offer are adequate and all inclusive with respect to all factors, circumstances and conditions likely to be incidental, both direct and indirect, to the work and services.

The prices and amount quoted by the tenderer shall allow for all costs, including escalation of labour, transport, insurance fees, increase in cost due to government and other charges, cost of documents to be submitted, direct and indirect, till the e-auction work is completed in accordance with the scope of the e-auctioning service and contract period.

2.20 Tenderer's Comments:

Any comments which the tenderer desires to make shall not be placed in the annexed documents but shall take the form of a separate statement in the English language and giving reference to page, clause or item numbers and shall be submitted along with the tender in the cover No.1.

2.21 Signing the Contract:

The successful tenderer shall be required to execute an agreement in the proforma prescribed by the V.O.Chidambaranar Port trust (draft enclosed in the document) on Tamil Nadu Government State stamp paper of the required value within 15 days from the date of issue of the notice of acceptance of the tender. In the event of failure on the part of the successful tenderer to execute the agreement within the above stipulated period, or the period agreed by the Port, the Earnest Money or security deposit deposited by him will be forfeited and apart from that the Board being in such circumstances entitled to treat the successful tenderer as in breach of contract and proceed accordingly.

2.22 Determination of Responsiveness:

The tender which does not satisfy the terms and conditions as mentioned in the tender, shall summarily be rejected and shall not be considered for further evaluation. The VOCPT will scrutinize tenders to determine whether the tender is substantially responsive to the requirements of the tender document. For the purpose of this clause a substantially responsive tender is one which inter-alia confirms to all the terms and conditions, general conditions of the entire tender documents without any deviation (or) reservation. A tender which in relation to the estimated rates, is un-relating will be rejected as non- responsive. The decision of the Port shall be final in this regard.

2.23 Instructions to Tenderers to form Part of the Contract:

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

2.24 Liquidated Damages:

If the e-auctioneer fails to complete the e-auction process within the time specified as said under **Clause 2.7** of this or within the extended time that may be allowed by the Employer, the e-auctioneer shall pay or allow to the Board to deduct a sum of equivalent to 1% per week or part thereof of the total value of the contract subject to a maximum of 10% of the total accepted value of contract as liquidated and ascertained damage and not by way of penalty, beyond the said period or extended period as the case may be during which the work remain unfinished. The liquidated damage will be deducted

from any money due or become due to the e-auctioneer. The payment of such liquidated damage shall not relieve the e-auctioneer of his obligations to complete the assignment or from any other of his obligations or liabilities under this e-auction.

2.25 Any further information may be obtained on application in writing to:

The Chief Mechanical Engineer,
V.O.Chidambaranar Port Trust,
Tuticorin - 628 004, India.
Telephone : 91-0461-2352252
Fax : 91-0461-2354274, E-MAIL - cmevocpt@gmail.com
Website : www.vocport.gov.in.

2.26 Any Tender not conforming with the foregoing instructions will not be considered. The Employer does not bind himself to accept the lowest or any Tender and has the right to reject any Tender without assigning any reason and without any liability. No representation whatsoever will be entertained on this account.

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

2.28 The Tenderer should abide by this Tender for a period of 120 (one hundred and twenty) days from the date fixed for receiving the same or for such other periods as may be mutually agreed upon and it shall remain binding upon the Tenderer so that the Tender may be accepted at any time before the expiry of that period.

2.29 Canvassing in connection with the Tender is strictly prohibited and the Tender submitted by the Tenderer who resort to canvassing will be liable for rejection.

2.30 The Technical Bids of the Tenderers will be evaluated based on the whole work. The entire work may be entrusted to a single Tenderer.

2.31 Termination of Contract:

In the event of continued unsatisfactory performance or non-compliance with any of the provision of the above said service, this Port reserves the right to cancel the consultancy service and forfeit the EMD and security deposit without giving any notice.

Note:-

- (i) Each payment should be made in Indian Rupees only on acceptance of the e-auction value by the Port Authority.
- (ii) All the documents / reports including primary data shall be compiled, classified and submitted by the e-auctioneer to V.O.Chidambaranar Port Trust in hard / soft form apart from the documents mentioned elsewhere in this document.
- (iii) In the event of discontinuance of the contract during currency of the e-auction/ assignment, the Employer and Employer's decision in this regard shall be final.
- (iv) The tug M.T.Thiruvalluvar will be released to the client quoted for the highest price in the e-auction carried out by the e-auctioneer, only after issue of completion certificate by the Chief Mechanical Engineer.

2.32 Work to be done to the Satisfaction of the Engineer:

The e-auctioneer shall execute, complete and sell the tug M.T.Thiruvalluvar strict in accordance with the scope of work ,General & Special terms of conditions to the satisfaction of the VOCPT's Engineer or any other person authorized by the VOCPT and shall comply with and adhere strictly to the Engineer's instructions and directions on any matter (whether mentioned in the Contract or not) touching or concerning the works. The e-auctioneer shall take instructions and directions only from the Engineer or from the Engineer's Representative.

OFFICE STAMP OF THE TENDERER

SIGNATURE OF THE TENDERER: _____

SECTION III SPECIAL TERMS AND CONDITION

3.1 e-Auctioneer / service provider shall be appointed initially for this e-auction. The entire e-auction however, to be completed within 60 days from the date of signing of the agency agreement between the Chief Mechanical Engineer, V.O.C.P.T. and the successful tenderer. However, this Port may further extend the period of contract with same terms and conditions

3.2 The detailed description of the Port Tug M.T.Thiruvalluvar shall be furnished to the e-auctioneer by the Chief Mechanical Engineer, VOCPT or his authorized representative. e-auctioneer shall display the same along with entire video graphs / Photographs on their website / news papers / other mass advertisements along with the terms and conditions of e- Auction at least two weeks in advance of the start of e-auction. Any subsequent amendments / alterations / modification shall be intimated to auctioneer in writing for notifying the bidders prior to commencement of bidding. However, the VOCPT reserves the right to withdraw any lot or part thereof from sale during or after the e-auction is held.

3.3 E-auctioneer shall invite electronic bid from all the dealer/s registered with them on “all India” basis on payment of Rupees 5,000/- (non-refundable) towards one time registration charges for the purpose of sale through e-auction and e- auctioneer shall arrange for proper publicity through their website and other internet tools, notifying date, the time e-auction. **Before the first e-auction, auctioneer shall publish press advertisement in two (2) leading dailies /newspapers in English & Tamil (all India edition)at their cost** for informing the prospective buyers to register with them for participating in e-auction conducted on behalf of the VOCPT. Newspaper cuttings s has to be submitted to this office.

3.4 For the services provided by the service provider for the disposal of used Tug M.T.Thiruvalluvar, the bidder / service provider who quotes the lowest service charges will be awarded. In a single winner format, only one bidder (normally the bidder / service provider who quotes the lowest price) is awarded for the service provider.

3.5 The VOCPT shall receive statements from the e-auctioneer indicating the status and result of the e-auction carried out, showing details of the highest bids received etc., for VOCPT's record immediately following the day of closure of e-auction. The VOCPT shall have the access to visit the website to see the live auction and to download a full report of any particular e-auction. E-auctioneer shall submit details of participating bidding firms viz. GST, TIN No., e-mail ID, Phone No., Address etc.,

3.6 This office will register themselves on the e-auctioneer's website at free of charge and generate their own user id and password for viewing e-auctioneer's e-auction services.

3.7 e-auctioneers shall also be responsible for follow-up of action for the sold Tug. E-auctioneer must take a positive action against successful bidder of lot sold in case of failure to make the payments for the sold Tug within the time frame, under intimation to this office.

3.8 This office will effect delivery of sold Tug to the buyers. Any disputes arising while effecting deliveries to the bidder/s to whom the acceptance letter is issued shall be dealt with by this office upon making of payment of full purchase price etc.,

3.9 Payment of Service Charges:

E-auctioneer / service provider shall be paid service charge on the sale value realized excluding duties and taxes etc. as quoted by them. Payment to e-auctioneer will be made through NEFT / RTGS within 30 days from the date of submitting the bill in MM Division, VOCPT. The e-auctioneer will have to give on receipt of acceptance letter from VOCPT, the details of their bank account as per the mandate form which will be given with the acceptance letter. Payment will be made after completion of delivery of the lot. No other charges or claim is payable other than Service charges payable.

The Chief Mechanical Engineer, VOCPT and the e-auctioneer will nominate one official each for dealing with all matters relating to implementation of the agency agreement. All the matters related to functioning of e-auction will be mutually discussed & decided upon by them. However, the decision of the Chief Mechanical Engineer, VOCPT., or his authorized representative in case of any dispute will be final & binding on the e-auctioneer.

3.10 Works to be executed by the e-auctioneer:-

After the award of work for the “Appointment of Govt. / Private e-auctioneer for conducting online auction of de-commissioned Port Tug M.T.Thiruvalluvar” the awarded service provider, after signing the agreement with the employer / seller shall have to publish the tender document enclosed as annexed **Draft tender(Annexure-VII)**for the disposal of Port Tug Thirvalluvar. And have to follow the instruction& adhere the terms and condition once the contract agreement has been made with the “Employer” and the “service provider”, the service provider shall have to furnish their service charges as per the highest bid value quoted by the Buyer.

NOTICE INVITING E-TENDER FOR THE WORK “Appointment of Government & Private e-auctioneer for conducting online auction of de-commissioned Port Tug M.T.Thiruvalluvar”

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

To

The Chief Mechanical Engineer,
Mechanical and Electrical Engineering Department,
V.O.Chidambaranar Port Trust,
Tuticorin - 4.

Sir,

Sub: Appointment of Government / Private e-auctioneer for conducting online auction of de-commissioned Port Tug M.T.Thiruvalluvar - Reg.

Ref :MEE-SD- Disposal/MTT/2020

1. I / We have downloaded 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), if any, 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 / entirely/
5. I / We do hereby declare that our firm has not been blacklisted / debarred by any Govt. Department / Public Sector Undertaking.
6. I / We certify that all information furnished by me / us is true & correct and in the event that the information is found to be incorrect / untrue or found violated, then V.O.Chidambaranar Port Trust shall without giving any notice or reason therefore, summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder/ Service Provider with Official Seal)

CORPORATE INFORMATION OF BIDDER/ SERVICE PROVIDER

1. (a) Name:

(b) Country of incorporation:

(c) Address of the corporate headquarters and its branch office(s), if any, in India:

(d) Date of incorporation and/or commencement of business:

2. Details of individual(s) who will serve as the point of contact / communication for V.O.Chidambaranar Port Trust within the company:

(a) Name:

(b) Designation:

(c) Company:

(d) Address:

(e) Telephone Number:

(f) E-mail address:

(g) Fax Number:

3. Name, designation, address and phone numbers of authorized signatory of the Bidder:

Name:

Designation:

Address:

Phone No. :

Fax No. :

FINANCIAL CAPACITY OF THE BIDDER/ SERVICE PROVIDER

[Refer Clause 2.4(9)]

Sl No	Financial Year	Annual Revenue (In Rs.)
1	2017-2018	
2	2018-2019	
3	2019-2020	

Certificate from the Statutory Auditor[§]

This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account of professional fees towards conducting e-auction.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

[§]In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: Please do not attach any printed Annual Financial Statement.

FINANCIAL BID

To
 The Chief Mechanical Engineer,
 Mechanical and Electrical Engineering Department
 V.O.Chidambaranar Port Trust,
 Tuticorin, -628 004,
 Tamilnadu, INDIA.

Sir,

Sub: Conducting e-auction on behalf of V.O.Chidambaranar Port Trust towards disposal of decommissioned Port Tug M.T.Thiruvalluvar through e-Auction at V.O.Chidambaranar Port Trust-Reg.

I / We have perused the entire proposal document including detailed Scope of services, Minimum Eligibility Criteria and Special Terms and other conditions and am / are willing to undertake and conduct the complete the e-auction as per terms and conditions stipulated in the proposal document.

Sl. No.	Scope of work	Amount in figures & words (In Rupees) OR Rate in percentage*
1	Service charges for Conducting e-auction on behalf of V.O.Chidambaranar Port Trust towards disposal of decommissioned Port Tug M.T.Thiruvalluvar through e-Auction at V.O.Chidambaranar Port Trust.	
2	GST(Rate in percentage and amount)	
	Total Amount	

(Total amount

Rupees.....

.....)

Note : GST will be paid on production of document proof of registration with Central Excise Department only and complying with provision of GST Rules.

Seal :.....

Date :.....

Signature

* - The rate of the percentage in quoted shall be below 2.5%

FORM OF AGREEMENT

This agreement is made on the day of 2020(Two Thousand and twenty) between V.O.Chidambaranar Port Trust a body corporate under the Major Port's Act 1963, having its office at V.O.Chidambaranar Port, Tuticorin -628 004, hereinafter called the 'Employer/ seller' of the one part and(Name of the Bidder/ Service provider) mailing address of Bidder/ Service provider herein after called 'Bidder/ Service provider' of the other part. Whereas the Employer/ seller is desirous of certain tasks be performed viz. "Appointment of Government & Private e-auctioneer for conducting online auction of de-commissioned Port Tug M.T.Thiruvalluvar" and has accepted a proposal of the e-auctioneers/ service providers as referred in the assignment NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the conditions of Proposal Document hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
 - a. The proposed document for "Appointment of Government & Private e-auctioneer for conducting online auction of de-commissioned Port Tug M.T.Thiruvalluvar".
 - b. All amendments to the proposal document for "Appointment of Government & Private e-auctioneer for conducting online auction of de-commissioned Port Tug M.T.Thiruvalluvar as per the Model tender document as issued by the employer/ seller prior to submission of bids, queries of Bidders, if any.
 - c. Award letter issued by the Employer/ seller vide No..... dated and all correspondence exchanged between the Employer/ seller and the e-auctioneers/ service providers up to the date of award letter as specifically referred to in the said award letter.
3. In consideration of the payment to be made by the Employer/ seller to the e-auctioneers/ service providers as hereinafter mentioned the e-auctioneers/ service providers hereby covenants with the Employer/seller to execute and complete the works in conformity with in all respects with the provisions of the contract.
4. The Employer/ seller hereby covenants to pay the e-auctioneers/ service providers in consideration of the completion of the works the service charges

in the manner prescribed in the proposal document and accepted by the e-auctioneers/ service providers.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED: SIGNED, SEALED AND DELIVERED

By the said by the said

Name _____ Name _____

On behalf of the e-auctioneers/

service providers in the Presence of :

On behalf of the Employer/ seller

in the Presence of :

Name _____ Name _____

Address _____ Address _____

APPLICATION LETTER
(On the Letter head of the Bidder)

Date :.....

To

The Chief Mechanical Engineer,
Mechanical and Electrical Engineering Department,
V.O.Chidambaranar Port Trust,
Tuticorin, -628 004,
Tamilnadu, INDIA.

Sub: Appointment of Government & Private e-auctioneer for conducting
online auction of de-commissioned Port Tug M.T.Thiruvalluvar-Reg.

Sir,

Being duly authorized to represent and act on behalf of
(hereinafter referred to as “the Bidder/ service provider”) and having reviewed
and fully understood all of the requirements of the bid document, terms and
conditions and all other information provided, the undersigned hereby apply for
conducting e-auction referred above.

We are enclosing our Bid Document with the details as per the
requirements of the Bid Document, for your evaluation.

.....

Signature

(Authorized Signatory)

SPECIMEN FORM OF PERFORMANCE 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 Performance 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 Performance 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 2021 for **

Indicate here the name of the Bank

Indicate here the period or date.

Contractor

ANNEXURE- 8

MODEL DRAFT TENDER DOCUMENT TO BE ADHERED BY THE E-AUCTIONEER

On line auction of de-commissioned Tug of V.O.Chidambaranar Port Trust on --.02.2021.
Being sold on “AS IS WHERE IS & NOCOMPLAINT BASIS”

e-auction Number	
Seller	V.O.Chidambaranar Port Trust.
Service Provider name	
Online event website	
Date & Time	On __.__.2021 online Forward auction will commence at 15:00 Hrs
Inspection Date & Time	__.__.2021 to __.__.2021. (On working days from 10:00 Hrs to 17:00 Hrs) prior intimation with the concerned person from the service provider and Seller to be obtained at least 1 day before the date of visit.
Pre- Bid security	Non- interest bearing security deposit of Rs.6,72,605/-[Rupees. Six lakhs, seventy two thousand, six hundred and five only] in the form of RTGS in favor of V.O.Chidambaranar Port Trust(Bank Details as enclosed) All the customers will be given a unique account number by the service provider and this number can be used as reference for all subsequent transactions. The customer's account number detail will be available in 'Profile" after the customer logs into the e-auction website using the user id and password
Bidding Rules	Online Forward Auction
Contact details	[V.O.Chidambaranar Port Trust] The Chief Mechanical Engineer Mechanical & Electrical Engineering Department V.O.Chidambaranar Port Trust Tuticorin- 628 004.

1. TUG Details:-

LOT NO	MATERIAL	QTY	UOM	GST
1	Tug M.T.Thiruvalluvar at VOC Port	1	No.	GST Applicable

- i. GST will be charged @ 18 %
- ii. Delivery Chelan's shall be issued by VOCPT.

1.1 TUG Specification:-

The used M.T Thiruvalluvar, 32 Ton Bollard Pull Tractor Tug, was inducted in Port fleet during 1995 and is being deployed in Port operation. The tug has completed her economical life period during 2015. The principal dimensions of the used M.T Thiruvalluvar 32 Ton Bollard Pull Tractor Tug are as follows.

Length (OA) - 32.90Mtr
Length (WL) - 31.67Mtr
Breadth (mid) - 10.00 Mtr
Depth at side from B/L - 6.21Mtr
Depth at side from W/L - 4.25Mtr
Draft from W/L - 2.79Mtr
Main Engine - 2 X 1270 KW @1000rpm.
Wartsila Nahab, twin screw / Voith
Light ship weight: 434:36T

1.2 Onsite Inspection:

- (i) Procedure for inspection: The buyers will need carry the following documents.
- (ii) Govt. approved Photo ID proof of all the person visiting V.O.Chidambaranar Port Trust including their driver. The original vehicle papers should be present at the time of visit. This is required for gate pass preparation on payment basis.
- (iii) Inspection will only be permitted by giving prior notification to the service provider at least 1 day before the date of visit. Refer to the Expression of Interest document for inspection appended below in this catalogue.
- (iv) Buyers are required to submit the duly filled in EOI (next page) & the balance sheet of the previous financial year before visiting the site.

EXPRESSION OF INTEREST FOR INSPECTION
(To be printed on company letter head)

To

Address of the service provider.

**Ref:- Sale de-commissioned Tug M.T.Thiruvalluvar of VOC
Port Trust - Reg.**

Dear Sir,

As we are interested to participate in the upcoming online auction of de-commissioned Tug of VOC Port Trust at Tuticorin, we want to visit the site for detailed Inspection on

We agree to follow all the safety norms inside the port during inspection. We are made aware that the Inspection by our company at the site is to be completed by us within a maximum of one day and by a maximum of/our people.

We are hereby submitting the last year's Balance Sheet of our company and Company PAN Card copy to "the service provider's address" prior to the site visit.

We are providing the details of the personnel who will be visiting the site on behalf of our company and submitting their official photo identity proof.

- (A) Name of the Company:
- (B) Address:
- (C) Name of the Proprietor/CEO/MD/Director:
- (D) Contact Telephone No:
- (E) Mobile No.
- (F) FAX No. :
- (G) E-Mail:
- (H) Company PAN No.

I / WE CONFIRM THAT I / WE ARE AWARE ABOUT THE TERMS & CONOITIONS FOR INSPECTION AND THE ITEMS ON OFFER.

The Name & Detail of Persons who will be visiting the site:

- 1.
- 2.
- 3.

Yours faithfully
For M/S.

Signature of Authorised person

With company seal

Place:

Date:

1.3 Requirements of participation in online auction:

Registration: Before participation in the e-Auction, a prospective bidder shall be required to get registered with the service provider. For details visit web site details of the service provider website OR get in touch with the concerned person from the service provider.

Documentation: The following documents need to be submitted by the bidder interested for participating in the e-Sale to details of the service provider prior to the date of the e Sale:

Letter of Interest duly signed and stamped by bidder (Annexure - I)

Each page of this catalogue to be Signed and stamped by the buyer and to be submitted to the service provider in hard copy & soft copy.

New bidders (not registered with the service provider are requested to submit notarized copies of their SOI's & supporting documents before participating in the e- Auction.

Pre Bid Security Deposit: Non-Interest bearing security deposit of Rs.6,72,605/- [Rupees. Six lakhs, seventy two thousand, six hundred and five only] in the form of RTGS to "V.O.Chidambaranar Port Trust"

1.4 VOCPT Bank Details:-

A	Name and Address of the Bank	Indian Overseas bank, Harbour, 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

1.5 Online bidding process:

- i. The entire materials will be auctioned in a single lot.
- ii. An 'English No Ties' forward auction will be conducted
- iii. All bids should be placed in Rupees.
- iv. Customers will have to place their quote in Rupees Price to be quoted is basic, ex location exclusive of taxes & duties.
- v. Bid Validity: Bid shall be valid for Sixty (60) days from the date of e-sale.

1.6 Payment & Lifting Terms:

(Security Deposit):Rs.6,72,605/-[Rupees. Six lakhs, seventy two thousand, six hundred and five only] to be submitted for participating in the auction. The Pre-bid Security Deposit will be retained till the tug is towed away from clearance from VOPCT premises. It will be refunded after successful clearance from VOCPT.

Material Value payment, Dismantling& lifting: The full payment along with taxes and duties is to be made as shown below. The dismantling & lifting of Tug is to be made as per the sequence of the segments given below

Sl.NO	Material value with taxes & duties.	TimeLine Payment (from receipt of Sale Order)	ACTION REQUIRED TO BE TAKEN
1	On deposit of full payment	Within 14 Days	The Tug can be towed away from the Harbour/ Port water limit within 30 days from the date of making full payment

Note: Towing the tug under sale is allowed only after 100% payment is received by the Client.

i. Site clearance: No Dismantling, cutting will be allowed at the V.O.Chidambaranar Port Area. The buyer will need to tow away the tug as a complete unit. The tug will have to be removed on 'AS IS WHERE IS & NO COMPLAINT BASIS' at the buyer's own cost & expenses. The buyer would have to make the necessary arrangements for towing the tug out of the port. All the safety norms of the port will have to be strictly followed.

ii. The buyer must clearly understand that the service provider/VOCPT does not guarantee the correctness or accuracy of any description printed, read out or verbally declared. The customer must satisfy themselves on all aspects pertaining to the nature, quantity, quality, other technical specifications, taxes-duties and legalities prior to bidding in the e-auction. No complaint, whatsoever, would be entertained after the submission of the online bid.

iii. After the submission of bid(s) by the Buyer, a presumption would be drawn that the buyer has inspected the material and has satisfied himself fully about the nature, quantity, quality, other technical specifications, taxes-duties and legalities prior to the e-auction. No complaint, whatsoever, on the points referred above or any other points with regard to material would be entertained after the submission of the bid.

- iv. The submission of the pre-bid security along with the sign & stamped catalogue shall confirm the acceptance of the terms and conditions of the auction in full and totality.
- v. No subletting of the contract shall be permitted by the service provider/VOCPT. If it comes to the knowledge of the service provider/VOCPT that subletting has taken place, then the service provider/VOCPT shall be free to cancel the contract and forfeit all amounts of the purchaser available with the service provider/VOCPT.
- vi. If the successful bidder/purchaser who is awarded contract fails to make the full payment or fails to lift the materials in full within the stipulated period, then the service provider/VOCPT reserves the right to foreclose/cancel the contract, and in such an event, the entire amount available with the service provider/VOCPT, under any account head, shall be forfeited.
- vii. It will be at the sole discretion of VOC Port Trust to accept or cancel the BID placed in the online auction without assigning any reason. The contract shall be treated as having been entered into as soon as a Letter of Acceptance / Sale Order is issued to the successful bidder.
- viii. The contract shall be deemed to be completed as soon as V.O.C Port issues the completion certificate to the successful buyer.

1.7 Timeline for completion of towing:

Towing of the tug from the designated areas to out of the VOCPT waterline/ premises is in the Scope of the Buyer. The buyer will be allowed to tow the tug out of the VOCPT waterline once complete payment is received. They will be given 30 days to tow away the tug from the port.

1.8 Penalties:

The entire Pre bid Security amount will be forfeited if the HI Buyer fails to deposit payment within the given stipulated time. Beyond the allotted time for towing, the HI buyer will be charged 1% of the sale value per week along with applicable GST. Beyond 2 weeks, the buyer will lose the ownership of the tug and VOC Port/ OR auctioned service provider will have the right to re-sell the tug.

1.9 Refund:-

For the H1 bidder, if price is approved, pre bid security will be retained till the successful clearance from VOCPT premises & will be refunded after successful completion of the contract. For non H1 buyers, the pre-bid security will be

refunded within 15 working days of receiving the refund request letter.

1.10 CAVEATEMPTOR:

The quantity, quality, measurement and condition of the TUG indicated are all approximate. Participation and bidding by anyone in this sale shall be treated as conclusive evidence of the fact that the party has inspected the Tug M.T.Thiruvalluvar offered for sale and satisfied himself in all respect regarding quantity, quality, measurement, weight and condition of materials, taxes and duties, local working condition and other extraneous factors and principle of Caveat Emptor (let the buyer beware) will apply.

It shall be implied and taken for granted that the party has carefully gone through and understood the terms and conditions of e-auction including the amendments if any, prevailing at the time of bid. No complaints or objections shall be entertained by VOCPT and/or the Authorities after the bid is opened / accepted.

VOCPT do not give any warrantee or guarantee for the quality, chemical composition of each individual items in the lot or about the end use or fitness for a particular purpose.

1.11 SALEORDER:

It will be at the sole discretion of VOCPT to accept or cancel the sale without assigning any reason. The contract shall be treated as having been entered into as soon as a Letter of Acceptance / Sale Order is issued to the successful bidder by the authorized service provider on behalf of VOCPT. The contract shall be deemed to be completed as soon as the entire area is cleared by the buyer of the entire materials allotted or on completion of the period of contract, whichever is earlier.

1.12 PAYMENTS:

The cost of material along with all applicable taxes and duties shall be paid by the buyer in the form of NEFT/ RTGS as per the following details:

A	Name and Address of the Bank	Indian Overseas bank, Harbour, 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

1.13 Bank Details of VOCPT: The Details will be shared by the authorized service provider with the HI Bidder once the price approval is received from VOCPT.

GST is applicable @ 18 % presently. However, any taxes/duties applicable on the transaction at the time of delivery of the goods will be borne by the purchaser at actual.

The purchaser may clearly note that all the taxes, duties, levies, etc., if any, is levied/imposed by any Statutory Authority till the final conclusion of the contractual period/ contract shall be borne by him/them including the interstate transactions and VOCPT shall not be responsible to pay the same, if any, since the sale is on 'AS IS WHERE IS BASIS' AND NO COMPLAINT BASIS EX WORKS OWNER.

1.14 DELIVERY:-

The dismantling of tug is not allowed inside the port. They will be given suitable time to tow away the tug from the port. Successful Buyer shall tow away the tug by employing their own labor and at their own cost within 30 days from the date of receipt of payment by VOCPT.

The material will have to be removed on "AS IS WHERE IS & CLEAN SWEEP BASIS" and at the buyer's own cost and expenses. The buyer shall not be provided with any work force or equipment. If VOCPT tug is required for towing/pushing in the premises of VOCPT & river jetty at the time of delivery, necessary charges shall have to be borne by the successful buyer.

1.15. Responsibility:-

The Buyer is fully responsible for all the equipment and material for damage or loss from any cause during transition and/or while in custody of Buyer at his works site until his complete work is formally accepted by VOCPT.

1.16 Safety:-

The Buyer shall be responsible to follow safety instructions as per the safety permit issued to him and other safety regulations of VOCPT /State Govt. and will ensure that no accident or damage to either man or machine inside the VOCPT, premises takes place. Any loss/ accident on this score will be dealt in accordance with the applicable rules and Buyer shall be liable for the same.

Any loss/damage caused to the property of the VOCPT has to be made good by the Buyer as per the assessment of the Committee constituted by the VOCPT management whose decision shall be final and binding on the buyer.

2 GENERAL TERMS & CONDITIONS OF E-SALE:-

2.1 General Clause:

V.O.Chidambaranar Port Trust (herein after termed as "Client") will dispose of the TUG through service provider limited on "as is where is and no complaint" basis. Service provider (herein after termed as service provider) will conduct the e-Auction on its website (Name of the service provider).

i. Bidder Registration: Before participation in the e-Auction, a prospective bidder shall be required to get itself/himself registered with service provider for the purpose, by submitting an application in the prescribed format available on the website. Details of the registration process are available on the service provider website (Name of the service provider). The application shall be made along with the documents (1) copy of latest Income Tax return (2) PAN Card (3) Sales Tax/, (4) SSI Registration Certificate (if applicable) (5) Trade License and (6) Statement of Interest Form duly filled in and signed/stamped by the bidder. Registration can be done online by forwarding the application form backed up by the necessary documents to any of the front offices of service provider. After the registration, all-prospective Buyers will have an auto generated "Unique User ID" & a "password" based on which they can log in. Both domestic as well as international bidders are eligible to participate.

ii. SAP ID: Bidders will all be issued a SAP ID after registration, by service provider which will have to be mentioned in all future financial transactions between the buyer & service provider like EMD submission & EMD refund.

iii. Inspection: The bidders are free to inspect the items/ materials, ready for disposal for their satisfaction within the time period specified on the auction catalogue. Intending bidders shall take prior appointment and submit the EOI for inspection.

2.2 Goods will be sold 'as is where is' & no complaint basis:

Bids will be deemed to have been made on the clear understanding that intending bidders have satisfied themselves fully in regard to the nature, condition, quality and quantity of goods upon inspection or otherwise. No error, omission or mis-statement or Mis-description or printing mistake whatsoever and howsoever made or published whether in the catalogue or otherwise and no defects or faults in the goods shall annul the sale or be the subject of any claim on the part of the bidder and no claim for compensation or otherwise be entertained by client. Further, client will take it for granted that the bidders have fully read and understood the

language, spirit and objective in these "terms and conditions of sale" of the materials before making any bid and that there does not exist any ambiguity whatsoever in the expressions.

2.3 Bid Validity Period:

The bid submitted should be valid for 60 days from the date of completion of the auction. The TUG will be sold subject to approval by Port. Port reserves to itself the right.

To accept or reject the highest offer or any other bid or all the bids to accept or to reject the online auction result. The bidders would have no claim for issuance of sales release orders. To cancel or reschedule the auction.

Bidders bidding for the goods sold shall be deemed to have taken into account and made due allowance for the cost of handling, loading or other expenses (including dismantling if permitted by client) for purposes of removal of the goods and shall be entirely responsible for booking goods by rail where so required. Port will effect delivery of goods only at the site.

Buyer will have to pay the local sales Tax/GST any other tax/duty as per the applicable rate during the time of invoicing (taking delivery) and no representation in this regard will be entertained by service provider .

In the event of failure on the part of the bidder to fulfill the contractual obligations. Client/Service provider shall reserve the right to debar such bidder from participating in any future auctions conducted by service provider on behalf of Client.

v. Service provider services limited will issue the sale order voucher for the item sold and also the delivery order will also be issued by service provider services limited.

vi. Port shall not be responsible for any liability in respect of labour/employee appointed/engaged by the buyer for lifting of the materials. All formalities required under the provision of respective Labor Laws / rules shall be duly and punctually observed/complied at their own cost and they alone shall be responsible and liable for punitive action/payment of any dues, compensation or any amount, required to paid under any provisions of Laws/Rules in any case of non-compliance and default on the part of buyer. If Port in any case is held liable under any Laws/Rules then in such cases the buyer shall not only make payment of such dues and/or caused but also be responsible for payments of damages to Port.

In the event of failure by the buyer to fulfill any obligations under the general conditions of sale including failure remove/lift the lot within the stipulated time, the sale of such lot may be cancelled for the quantities not lifted by the buyer and all moneys paid by the bidder for those specific lot shall stand forfeited. Port will be entitled to re-sell the goods through service provider, at the entire risk and cost of the buyer as and when Port may deem fit without any notice to the buyer. Port shall be at full liberty to retain and/or adjust/or recover any losses incurred on account of the failure of the buyer to lift the material from any amount lying with Port to the buyer's credit. The decision of Port in regard to the actual losses incurred by Port shall be final and binding on the Buyer. Any gain on any re-sale as aforesaid shall, however, belong to Port.

All auction-related complaints should be referred to service provider, during the auction duration only by the parties concerned. Complaints pertaining to difficulties in lifting etc. should be referred directly to VOCPT by the concerned buyer.

Port/service provider shall not be liable for non-performance of any contract either wholly or in part nor for any delay in performance resulting from or due to any cause beyond the control of Port or service provider including fires, strikes, go-slow, lockout, closure, dispute with workmen, uncertain and unstable labour situation, power shortage, war, riots, civil commotion, pestilence, epidemics, floods, accidents, damages or accidents to machinery, shortage of wagons, shortage of fuel, shortage of any raw materials, shortage of labour, governments or railway restrictions, acts, demands or requirements of government, force majeure or any circumstances beyond the control of Port / service provider whether directly due to or in consequence of the aforesaid causes or not and the existence of such causes of consequences shall operate to extend the time of the performance on the part of Port /service provider by such period as may be necessary to enable Port, shall have no claim upon Port / service provider of any kind. The provision of this paragraph shall not be limited or abrogated by any other terms of the contract whether printed or written nor will the provisions of this clause abrogate or limit the effect of any other clause mentioned in this catalogue.

2.4 GENERAL RULES AND REGULATION GOVERNING CONDUCT OF ONLINE AUCTIONS ON THE “SERVICE PROVIDER” PLATFORM:-

2.4.1 Introduction:

This Online Forward Auction is being conducted for V.O.Chidhambaranar Port Trust (hereinafter referred as the “Client”) on the Auction Platform of Service provider, (hereinafter referred as “Service Provider”).

The General Rules and Regulations provided herein govern the conduct of online Forward Auctions arranged by “Service provider” on its Auction Platform. These rules cover the roles and responsibilities of the parties in the online Forward Auctions on the Auction Platform.

Acceptance in-to to these General Rules and Regulations governing conduct of online auctions, and Terms and Conditions for Sale of Materials by auction of client is a pre-requisite for securing participation in the online auctions.

Prospective bidders are advised to read through the key terms pertaining to the online Forward Auctions as provided in the Annexure containing the Definition.

2.4.2 Role of “Service Provider”:

The role of the service provider is outlined below:

"Service Provider" is the agency (operator) primarily providing the service of the Forward auction to the "client".

- (i) Finalization of the auction item in consultation with the client.
- (ii) Defining of bidding rules for each auction in consultation with the client.
- (iii) Enhancing bidder awareness of and comfort with the auction mechanism and bidding rules.
- (iv) Input of the Auction items and defining the bidding rule in the auction engine.
- (v) Enlarging the customer base by introducing new bidders.
- (vi) Collection of EMD, Security deposit, Letter of Interest etc. from the willing bidders and forwarding the same to the Client.

2.4.3 Role of Bidder:-

The role of the bidder is outlined below:

- (i) The bidder would participate in the auction with the aim of bidding to secure the auctioned item in the auction.

- (ii) The bidder would be provided access to the Auction through a "User ID" protected by a "Password". The bidder needs to ensure that the "User ID" and "Password" is not revealed to unauthorized persons. Bidders are also requested to change the password allocated to them by the "Service Provider" to keep their confidentiality. However it would be bidder's sole responsibility to ensure the security and privacy of the same and he/they would not hold the "Client" / "Service Provider" responsible in any manner whatsoever for any misuse of these user IDs and/or Password.
- (iii) Access to the auction mechanism shall be provided to all the approved bidders subsequent to obtaining their written consent to the General Rules & Regulations and the Letter of Interest. Payment of Earnest Money Deposit (EMD) as decided by the client before the start of the Forward auction will be one of the necessary conditions for participating in the auction.
- (iv) Bidders hereby confirm that they shall commit to lift the item (being bid for) at the price entered by them in the auction engine and as per the terms and conditions specified herein by the Client. All Prices entered shall be legally binding on the bidders. Bidders are strongly advised to exercise due diligence while placing bids. Failure to honor the bids placed during online bidding shall render the bidders liable for penal action as deemed fit by "Client" / "Service Provider".
- (v) In the event of winning an allotment in the auction mechanism, the bidder shall commit to fulfill outlined obligations under the contract.
- (vi) The bidders shall bid on the terms specified by the client & place their bid in the auction engine in the manner specified by "Service Provider". The bidders shall not stipulate any conditions on their own unless the terms of the client (the client's terms & conditions) expressly permit such conditions being stipulated by the bidder. Bids entered with conditions attached shall be considered Conditional bids & "service provider" retains the right of rejecting these bids even without intimating the client.

In case of failure of net connection, bidder will give his best price to the "Service Provider". "Service Provider" will bid on behalf of the bidder with the minimum increment until the bid price reaches the best price offered by the bidder, by proxy bidding mechanism. The best price communicated by the bidder will have to be authenticated by written confirmation or fax to the "Service Provider" and will be kept confidential between the "Service Provider" and the bidder. Bidder will be bound by the price offered.

Liability of “Service Provider” Service Provider shall not be liable to the client/ bidders participating in the auction or any other person(s) for: Any breach of contract by any of the parties in the fulfillment of the underlying contract.

Any delays in initiating the online auction or postponement / cancellation of the online auction proceedings due to any problem with the hardware / software / infrastructure facilities or any other shortcomings.

The bidders shall specifically indemnify Service Provider from all liabilities for any shortcomings on these aspects. It is clearly understood that these activities are undertaken by Service Provider to assist the bidders in participation but the ultimate responsibility on all these counts lies totally with the bidders.

2.4.4 Right of the Client:

The Client reserves the right to partially or totally accept or reject any / all bids placed in the Online Auction without assigning any reason whatsoever. The decision of the client would be final and binding on the bidder in any such case.

2.4.5 Confidentiality Clause:

Service Provider undertakes to handle any sensitive information provided by the client or confirmed bidders for the auctions conducted with utmost trust and confidentiality.

2.4.6 Jurisdiction:

The Contract shall in all respect be construed and operated as an Indian Contract and in accordance with the Indian laws in force and is subject to the exclusive jurisdiction of High Court of Madras., Madurai.

Signed in acceptance of the above terms and conditions.

Signature:

Name: Date:

Date:

Designation of signatory:

Telephone:

Place:

3. Prospective bidders are advised to read through the key terms pertaining to the online Forward Auctions as provided here:

3.1 Definition of Key Terms Auction: Auction refers to a forum where the sale for lot is stated and the participants (bidders) are required to bid up the price to be selected to purchase the requirement.

3.2 Auctioneer: The Online Auction service provider, in this case service provider services limited.

3.3 Online Auctions: Online auctions refer to those auctions conducted through the

Internet with the bidders (from one or more locations) simultaneously bidding to be selected for supplying the item on auction. In other words, the venue for the auction is on an Internet website/ platform. The "Service Provider's" website assigned by "Service Provider" would constitute venue for the purpose of the online auction.

3.4 Award at the Auction:

In a single winner format, only one bidder (normally the bidder who quotes the highest price) is awarded all the units of the item being auctioned. The bidder quoting the highest price is normally allotted the item.

3.5 Client/Company: Company/Client is the individual/business entity who has contracted "Service Provider" to conduct such auction. In case of auction, the purpose would be the genuine intent to sell the selected Lot to the bidders desiring to buy these item from the Client.

3.6 Bidder: Bidder is the individual/business entity participating in the auction, intending to buy the item/s from the Company/Client. To become a Bidder in the auction, a business entity has to provide written assent to the General and Special Terms & Conditions of Sale of the TUG, as well as fully fill up the Letter of Interest.

3.7 Auction Engine: Auction Engine refers to the software that encapsulates the entire auction environment, processing logic and information flows. "Service Provider" is the sole owner of the auction engine and retains exclusive right over the utilization of the same.

3.8 Timings of the Online Bid: All the timings of the Online bid shall be based on the time indicated by the Server hosting the Auction Engine. It shall be the endeavor of "Service Provider" to ensure that the Server Time reflects as closely as possible the Indian Standard Time (IST) i.e. GMT + 05:30 hrs.

However, in the event of any deviations between the Server Time and the Indian Standard Time, the functioning of the Auction Engine (launch, operation, and closure) would be guided by the Server Time. Bidders are advised to refresh both the windows of the Auction Module check the exact Server Time (displayed in both the windows).

3.9 Preview Time: Preview Time refers to the period of time that is provided prior to the commencement of bidding. This is to facilitate approved participants to view the auction details such as item specifications, bidding details and bidding rules. The purpose is also to familiarize participants with the functionality and screens of the auction mechanism. It is not mandatory for "Service Provider" to

provide Preview Time.

3.10 Start Time: Start time refers to the time of commencement of the conduct of the online auction. It signals the commencement of the Price Discovery process through competitive bidding.

3.11 Successful bidder: The Successful bidder shall mean bidder whose bid has been accepted by the Company, under the terms of the tender and/or as per those terms and conditions mentioned in the Online Auction

Documents & also Sale offer:

3.12 Duration of the Auction: It refers to the length of time the price discovery process is allowed to continue by accepting bids from competing bidders. The duration of the auction would normally be for a pre-specified period of time. However, the bidding rules may state the conditions when the pre-specified duration may be curtailed/ extended. The conditions include:

- Curtailment of auction duration in the event of no bids for a specified period of time (Inactivity Time)
- Automatic extension in the event of bids being entered towards the end of the scheduled duration to facilitate the other bidders to view and react to the bid.

3.13 Auto Extension of the Auction Timings: In the event of bids in the last few minutes of the scheduled bid time, the Bid Timings are automatically extended for a specified period from each such bid. Such Auto Extension shall continue until no bids are placed for the specified period (Engine remains inactive for the specified period). The Inactivity Time for Auto Extension purpose is normally 10 minutes. "Service Provider" however retains the right to change the same. The Inactivity Time applicable for the particular Online Bid shall be visible to the bidders under the Bidding Rules module on the engine.

3.14 End of the Auction: End of the Auction refers to the termination of the auction proceedings signaling an end to the price discovery process.

3.15 Auction Report: "Service Provider" would provide an Auction Report to the Client containing a summary of the auction proceedings and outcome. The Auction Report would constitute the official communication from "**Service Provider**" to the client about the outcome of the Auction.

3.16Letter of interest to be filled and submitted by customers interested in participating in the auction. The duly filled & signed LOI is to be sent to the following email id only: Service provider mail ID & copy to SP Mail ID also the Subject of the mail should read as: LOI/VOCPT/AUCTION ON Date/Month/2021/CUSTOMER NAME. The Hard Copy of the LOI & signed & stamped catalogue is to be submitted to service provider head office or any branch office.

LETTER OF INTEREST

(To be submitted by customers on company letter head)

To,
Service provider Address.

Ref:- Online Auction event for sale of de-commissioned
TUG M.T.Thiruvalluvar of V.O.Chidambaranar Port Trust at
Tuticorin _____.____.2021.

Dear Sir,

- (1) We are interested in participating in the Online sale event notified vide your notice under reference for VOCPT. We also agree to abide by all the instructions contained in the Online auction event Catalogue, Special Terms & Conditions, General Rules and Regulations governed in Conduct of Online forward auction, invitation to online sale event auction notice.
- (2) We are hereby submitting the applicable Pre-bid security deposit of Rs.6,72,605/-[Rupees. Six lakhs, seventy two thousand, six hundred and five only] as per following details to "service provider" for participating in the above mentioned Online Sale event.

UTR No.	RTGS date	Bank, Branch	Amount (Rs.)

- (3) We agree to offer our best bid in the online event, in Rupees in Lot for the lot in the auction process, exclusive of all taxes & duties, and other Statutory Levies if any, as legally applicable at the time of delivery/dispatch and hold the same valid for 60 days for acceptance of the bid from the date of online sale event.
- (4) We agree to comply with all "SAFETY MEASURES" of the port during the activity of lifting.

(5) We are providing the following details of ourselves in connection with the above Online Sale event.

Details in-connection with the online sale event:-

Name of the Company:

Name of the contact person:

Address of the Company:

Telephone No:

Mobile No.

FAX No :

e-mail:

Yours faithfully

Name and Signature of authorized Person.

For M/s.

(With Company's Seal)

Place

Date

Following particulars to be furnished along with LETTER OF INTEREST in the company's letter head:-

1) Name OF THE COMPANY:

2) ADDRESS:

3) CONTACT PHONE & FAX NO. :

4) E-MAIL ID:

5) NAME OF CONTACT PERSON:

6) CONSIGNEE ADDRESS:

7) NAME OF BANK:

8) NAME OF BRANCH WITH ADDRESS:

9) BANK A/C. NO. :

10) BANK IFSC CODE:

11) VAT NO. :

12) GST NO. :

13) PAN NO:

14) RCC No. :

15) EXCISE RANGE:

16) EXCISE DIVN:

17) EXCISE COMM.:

Authorized Signatory
(With Name and Seal)

PRICE BID:-**(SECONDCOVER) - Price Bid****III.SCHEDULE OF QUANTITY**

Appointment of Government /Private e-auctioneer for conducting e-action for disposal of one No. of used Tug M.T.Thiruvalluvar by VOCPT.

S.NO	Item Description	Bid value of the used Tug M.T.Thiruvalluvar (a)	Taxes (if any)	Total Amount
1.	Used TUG M.T Thiruvalluvar, 32 Ton Bollard Pull Tractor Tug as per the specification mentioned in clause 1 & 1.1			

SIGNATURE OF THE TENDERER

NOTE: The tenderer shall not write anything extra other than the fields provided in while quoting their rates failing which their offers may be resealed, if opened.