

**V.O. CHIDAMBARANAR PORT AUTHORITY
MARINE DEPARTMENT
TUTICORIN -628 004**

TENDER No. MAR-TECH/VOCPASB/2023

E-TENDER DOCUMENT

Name of work: “Engaging of 1 number of service boat at V.O. Chidambaranar Port Authority to provide anchorage service to the ships calling at V.O.C Port Authority for the period of three years”.

TENDERS WILL BE DOWNLOADED ONLINE FROM 19/04/2023 TO 11/05/2023 (up to 1600 HRS). COMPLETED TENDERS ARE TO BE SUBMITTED ONLINE ON OR BEFORE 1600 HRS on 11/05/2023 AND BIDS WILL BE OPENED AT 1630 HRS on 12/05/2023.

The Deputy Conservator
Marine Department,
V.O. Chidambaranar Port Authority,
TUTICORIN – 628004
PHONE: (0461) 2352313
FAX: (0461) 2352385
E-mail:dc@vocport.gov.in

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Section – 1
V.O. CHIDAMBARANAR PORT AUTHORITY
(MARINE DEPARTMENT)
NOTICE INVITING TENDER (NIT)

Only through E-Tendering Mode
VOCPA E-Tendering Website: <https://etenders.gov.in/eprocure/app>
Website Url: www.vocport.gov.in

1. V.O. Chidambaranar Port Authority invites electronic tenders (Two Cover System) from eligible bidders for the work " Engaging of 1 number of service boat at V.O. Chidambaranar Port Authority to provide anchorage service to the ships calling at V.O.C Port Authority for the period of three years".
2. A complete set of Tender documents may be downloaded by any interested bidders from e-Tender web portal <https://etenders.gov.in/eprocure/app>.
3. Salient features of the bid:

Tender No	MAR-TECH/VOCPASB/2023
Tender Type	Open Online Tender
Tender Inviting Authority	Deputy Conservator
Address	V.O. Chidambaranar Port Authority, Marine Department, Tuticorin-628004.
Contact Details	Tel. off: 0461- 2352313, 2352385 Email: dc@vocport.gov.in
Brief Work Description	"Engaging of 1 number of service boat at V.O. Chidambaranar Port Authority to provide anchorage service to the ships calling at V.O.C Port Authority for the period of three years".
Estimate value	₹1,83,96,000 plus applicable GST.
Earnest Money Deposit (EMD)	₹3,67,920
Commencement of work	30 days from the date of issue of work order.
Downloading of Tender documents start date	19/04/2023
Downloading of tender document end date and time.	11/05/2023 up to 1600hrs
Last date of seeking clarification.	02/05/2023 up to 1400hrs
Pre bid meeting date and time.	05/05/2023 at 1530hrs, at Deputy Conservator's Chamber, VOC Port Authority, Tuticorin-4.
Bid submission end date and Time.	11/05/2023 up to 1600hrs
Online technical Bid opening date and time	12/05/2023 at 1630hrs
Bid Validity period	120 days from the date of opening the technical bid
Currency of Contract	INR
Type of bid	Two cover system
Language of Contract	English
For further details, visit Port Website: www.vocport.gov.in	

The Bidder shall submit his response through Bid submission to the tender on Central Public Procurement Portal (e-Procurement) at <https://etenders.gov.in/eprocure/app> by following the

procedure. The Bidders shall submit their eligibility details, Technical Bid, Financial Bid, etc., in the online standard formats displayed on the CPP portal. The Bidders shall upload the scanned copies of all the relevant certificates, documents, etc., in support of their eligibility criteria / Technical Bid /and other certificates/documents in the CPP portal. Non-submission of Technical Bid along with relevant documents shall lead to rejection of the tender.

Deputy Conservator

SECTION -II

2. INVITATION TO TENDER

2.1 TENDER NOTICE: Electronic Tenders (Online) are invited in two cover system on behalf of **V.O. CHIDAMBARANAR PORT AUTHORITY (VOCPA)** from reputed and experienced Contractors for “Engaging of 1 number of service boat at V.O. Chidambaranar Port Authority to provide anchorage service to the ships calling at V.O.C Port Authority for the period of three years”.(Tender No. MAR-TECH/VOCPASB/2023).

2.1.1 The tenderer must fulfil the requirements stipulated in the tender.

2.1.2 The tender shall remain valid for acceptance for a period of 120 days from the date fixed for the opening of the tender.

2.1.3 Tender Document having all details is available at the URL of the e-tender portal <https://www.etenders.gov.in> The interested tenderers are needed to register in the website name of <https://etenders.gov.in/eprocure/app>. The bid documents are required to be submitted only through online (e-mode) offered on 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.

2.1.4 The tenderer must fulfill the Minimum Qualifying Requirements and other requirements stipulated in the tender.

2.1.5 The tender shall remain valid for acceptance for a period of 120 days from the date fixed for the opening of the tender. The period of commencement of work is 30 days from the date of award of contract.

2.1.6 Tender Document having all details is available at the URL of the e-Tender Portal <https://www.tenderwizard.com/VOCPThttps://etenders.gov.in/eprocure/app>. The interested tenderers are needed to register on the website name <https://etenders.gov.in/eprocure/app>. The bids should be uploaded in electronic form only through the online e-tender portal <https://etenders.gov.in/eprocure/app>. Tenders in any other manner will be rejected and no correspondence on such matter will be entertained.

2.1.7 The bidders should have a valid Digital Signature Certificate (Class-II or Class-III) issued by any of the valid Certifying Authorities to participate in the online tender.

2.2 EARNEST MONEY DEPOSIT:

1. ₹3,67,920/- (Rupees Three Laksha Sixty Seven Thousand Nine Hundred and Twenty only) The bidder other than an MSE Unit should pay the EMD through online payment gateway mode in CPP E-tendering Portal. Otherwise, his/her/their tender will be rejected. EMD in the form of cash/Demand Draft or any other form shall not be accepted. The MSE are required to furnish relevant valid Certificate for claiming exemption. This valid certificate shall be uploaded in the Bid, failing which the tender shall not be evaluated.
2. All benefits applicable to MSE as per the Office Memorandum issued by Ministry of Finance Department of Expenditure, dated 25.7.2017 shall be applicable for this tender. The bidder is eligible for an exemption for Bid Security / Earnest Money Deposit

(EMD) under MSE having Udyog Aadhaar Number vendors are exempted from submission of Bid Security and they shall submit the proof of MSE certification, only if they are manufacturer or OEM authorized dealer of the items. Offers for other makes will be left out of Consideration.

3. Further, in lieu of Bid Security, the tenderer has to upload self-a attested scanned copy of 'Bid Security Declaration' as mentioned in **Annexure-11**, for accepting that, if they withdraw or modify the bids during the period of validity etc., they will be suspended for the period of one year from the date of notification.
4. Tenderers without documentary evidence for claiming bid security exemption will be summarily rejected.
5. Tenders which are in any way incomplete will not be considered. The Ports 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. The tenderer should adhere to the ESI & EPF Act and or equivalent regulations for the crew if any which should not be lower than the ESI & EPF Act. Tender who are having separate ESI / EPF code will be allowed to submit online.
7. The tenders of tenderers who had litigation against the VOCPA will not be considered.
8. This tender notice shall form part of the contract agreement.

Deputy Conservator

Copy to

1. All Head of Departments/VOCPA
2. CVO/VOCPA
3. Notice Board
4. List of Contractors

Copy to:

Independent Monitor:

- (i) Shri Trivikram Nath Tiwari, ILS (Retd.),
301- B , Block -3B , HIG DDA Flats,
Rani Jhansi Road, DDA Complex,
Motia Khan,
New Delhi- 110 055
Ph: 9871788277
E-mail id : trivikramnt@yahoo.co.in
- (ii) Shri Arun Kumar, CSS(Retd),
B-38, Vrindavan Apartment,
Plot No. 1, Sector -6, Dwarka,
New Delhi- 110 075

Present address:

B308, Third Floor, Aishwarya,
Opulence Apartment, Out Ring Road,
Marathabhalli, Bangalore - 560 037,
Ph: 9810621113,
E-mail id: kumaranun_53@rediffmail.com

SECTION No.: III

3. IMPORTANT GUIDELINES TO TENDERERS FOR E-TENDRING.

- 3.1 VOCPA invites Tenders through online/e-tendering mode only (<https://etenders.gov.in/eprocure/app>).
- 3.2 VOCPA will not entertain and will not accept any reasons of Tenderer due to Net Connection Failure/Current Connection Failure and any issues during the filling of tender online. Tenderer will be responsible for all those facts and failure of Net Connectivity, Current Connectivity and they should be at their own risk. VOCPA will not take any liabilities and claims for failure of Network and problem arise submission of the tender forms online.
- 3.3 Employer may verify the original documents as submitted in the e-tendering process.
- 3.4 Tenders of bidders who had litigation against Port will not be considered.
- 3.5 Tenders which are in any way incomplete will not be considered. The Ports 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.
- 3.6 This tender notice shall form part of the contract agreement.
- 3.7 **Pre-bid meeting:** The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in NIT.
- 3.8 All these instructions conditions, General Condition of the Contract special conditions, if any, work specifications contained in the tender document and any correspondence related to this Contract shall form part of the agreement.
- 3.9 In case of any bidder is found indulged in corrupt, fraudulent, coercive, undesirable, and restrictive practices during the bidding process, VOC Port Authority is entitled to suspend and debar the bidder for a period not exceeding three years.
- 3.10 Tender document submitted contain pages from 1 to 42 and all the documents have been chronologically uploaded with page numbers written on each page and the tender clause should be clear that, if that certificate is not given by the bidder/ tenderer or page numbers etc., are not stated in the documents liable for disqualification as per the decision of the tender committee members”.

Sd-
DEPUTY CONSERVATOR

SECTION - IV

4. IMPORTANT INSTRUCTIONS TO TENDERERS

- 4.1 GENERAL:** On behalf of the Board of members of the V.O.Chidambaranar Port Authority, Deputy Conservator, V.O.Chidambaranar Port Authority invites tenders in sealed covers from reputed firms with proven ability to “Engaging of 1 number of service boat at V.O. Chidambaranar Port Authority to provide anchorage service to the ships calling at V.O.C Port Authority for the period of three years”.
- 4.2 DEFINITIONS AND INTERPRETATIONS:** In the contract as hereinafter defined, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.
- 4.2.1** "Port" means Board of members of V.O. Chidambaranar Port Authority, a body corporate under the Major Port Authority Act, 2021, acting through its Chairman, Deputy Chairman and Deputy Conservator or any other officer so nominated.
- 4.2.2** "Operator" means the person or persons, firm, corporation, joint venture or company whose tender has been accepted by the Port and includes the Operator's servants, agents and workmen, personal representatives, successors and permitted assigns.
- 4.2.3** "Contract" means and includes Tender document which includes Instruction to Tenderers & General Conditions of contract, Operating agreement, Letter of Acceptance/ work order, Bank Guarantees in respect of performance and safe return of crafts etc. and any addendum/corrigendum thereto.
- 4.2.4** "Contract Price" means the sum named in the tender subject to such additions thereto or deductions there from as may be under the provisions herein contained.
- 4.2.5** "Approved/Approval" means the approval in writing.
- 4.2.6** "Shift" means eight hours commencing from 0600hrs to 1400hrs. 1400hrs. to 2200hrs. and 2200hrs. to 0600hrs. of the next day.
- 4.2.7** "On Hire" shall means a joint survey carried out by VOCPA before the Service Boat is accepted for service in the Port to assess the condition, capability and performance of the Service Boat and the Quantity of fuel, fresh water etc, on board.
- 4.2.8** "Off Hire" shall means a joint survey carried out by VOCPA before the Service Boat is relieved from the service of the Port on completion of the contract period to assess the Quantity of fuel, fresh water etc, on board.
- 4.2.9** "IRS" shall mean Indian Register of Shipping.
- 4.3 DOWNLOADING OF TENDER FROM VOCPA ONLINE E-TENDERING WEB SITE:** The complete set of tender documents including forms, conditions of contract, work specifications, etc. will be downloaded by contractors registered through the e-tendering website www.etenders.gov.in from **19/04/2023 to 11/05/2023**. The instructions for submitting e-tender is given in the e-tendering website at the link <https://etenders.gov.in/eprocure/app;jsessionid=9DDF0097EA06C59138DFC7C856A6882F.geps1?page=BiddersManualKit&service=page>.

4.4 THE FOLLOWING SCANNED COPY DOCUMENTS TO BE UPLOADED IN THE E-TENDER WEBSITE www.etenders.gov.in WHILE SUBMITTING TENDER:

4.4.1 Cover-1:

1. Tenderer should give an undertaking that they abide by the terms and conditions of the tender in full and upload the undertaking which will meet the requirement of documentation for tender evaluation. As per **Annexure- 13** enclosed.
2. Scanned copy of Notary attested Particulars with regard to experience (work order with detailed BOQ and satisfactory completion/ performance certificate with value of work done) as detailed under clause 4.6 Minimum Eligibility Criteria for Pre-Qualification.
3. Scanned Copy of Notary attested Income Tax Permanent Account number card for assessing the income tax.
4. Scanned Copy of Notary attested Certificate of the Audited Financial Statements for the above three years as per annexure III to be uploaded.
5. Copy of Notary attested GST Registration No. along with Notary attested copy of certificate for GST registration and GSTIN No.
6. Scanned copy of Notary attested ESI & EPF registration certificates.
7. Scanned copy of original tender document duly signed in all pages issued by Port duly filled in all the blank space to be signed on each page with their office stamp.

4.4.2 Cover-2: The Schedule of Prices to be indicated in the respective columns shown in the e-Tendering Website only.

4.5 PERFORMANCE SECURITY:

The Successful tenderer will be required to furnish a performance Security for a sum equivalent to 3% of the total contract price in any of the following form for the due observance of all the conditions and obligations, both direct and indirect on the part of the Operator.

- i. Deposit by three numbers of Demand Draft of equal annual value of contract price, totaling 3% of Total Contract Price with validity of 3 years (1,2,3 years) respectively drawn in favour of Financial Advisor & Chief Accounts Officer, V.O.Chidambaranar Port Authority, Tuticorin – 628 004 payable at Tuticorin-628 004 drawn on any Nationalized banks/ Scheduled commercial banks having Networth above Rs.100 Crores having its branch at Tuticorin, in the form as per specimen given in (Annexure –8)

OR

- ii. Furnish three numbers of Bank Guarantee of equal annual value of contract price, totaling 3% of Total Contract Price with validity of 3 years (1,2,3 years) respectively from any Nationalized Bank or scheduled Bank with a net worth of Rs.100 crores or more in India executed on stamp paper in the prescribed proforma of V.O. Chidambaranar Port Authority.

OR

- iii. Performance Security may be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank. Bank

Guarantee from a Commercial banks or online payment in an acceptable form safeguarding the purchaser's interest in all respects.

OR

- iv. The successful tenderer shall furnish VOC Port's bank details such as, Bank Account Number, IFSC code with address and Branch code to the issuer of Bank Guarantee via SFMS mode. The issuer bank will transmit the bank guarantee via SFMS mode to beneficiary bank of the Port digitally. Beneficiary bank – Port's bank details as follows: The bank guarantee obtained from the nationalized / scheduled bank in the format prescribed by the Port shall be in compliance with for a digital confirmation for the Bank Guarantee.
- v. The Performance Security for each year will be released only after completion of every year on satisfactory completion of the entire scope of works contemplated in this contract. Unless Performance Security is furnished within 15 days of the acceptance of the tender or such extended period as may be permitted by Deputy Conservator in writing, the Earnest Money Deposit is liable to be forfeited and the contract cancelled.
- vi. In the event of the tenderer, after the issue of the communication of the acceptance of the offer by the Board, failing / refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to be construed as the Operator's calculated and willful breach of contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event, the Board shall have full right to claim damages therefore in addition to the forfeiture of earnest money deposit.
- vii. The Board may at their option forfeit the Performance Security if the Operator fails to effect the supply or perform or observe the conditions of contract. The Board will also be at liberty to deduct any sum that may be due to the Port from the Performance Security or from any sums of money due or that may become due under any other contract to the Operator. This is without prejudice to the rights of the Board under the terms of the contract. The said Performance Security shall not in any way be construed as a limitation of the Operator's responsibility or liability pertaining to his obligations and / or guarantees under the contract and shall be without prejudice and in addition to any other remedies available to the Board in terms of the contract and/or the laws of the land.
- viii. The contractor shall furnish the BG 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 a digital confirmation for the Bank Guarantee and the BG not complying with this shall not be considered.
- ix. The Bank Guarantee shall be refunded without any interest after the successful completion of the contract. If the supplier fails to perform or observe any of the conditions of the contract, Port Authority will be at liberty to deduct any amount due to Port Authority under this contract from Security Deposit / any sums of money due or that may become due to the Supplier. This is without prejudice to the rights of the Port Authority under the terms of this Contract.
- x. The Bank Guarantee furnished towards the performance security shall be valid up to the completion of the warranty period and shall have a claim period of three months after the successful completion of the warranty period. In case of extension of the warranty period, Bank Guarantee has to be extended for a further period as required

by V.O. Chidambaranar Port Authority to cover the warranty period. Any expenditure in this regard will be borne by the supplier.

- xi. Performance Security may be furnished in the form of insurance Surety Bonds, Account payee Demand draft, Fixed deposit Receipt from a commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects.
- xii. Performance Security shall not bear any interest.

4.6 MINIMUM CRITERIA FOR QUALIFICATION:

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

Minimum Qualification Criteria (MQC):

- 4.6.1 Financial Turnover:** Annual financial turnover of the tenderer should not be less than ₹5,00,000/- during the last three financial years [2019-2020, 2020-2021, 2021-2022] ending on 31.03.2022. The details shall be furnished in Annexure- 3. Copy of auditor's report along with balance sheets for the past three years should be enclosed along with the tender.
- 4.6.2 Similar works:** Similar work mean "the Contractor involves in providing service boats in any Ports or Rigs or providing supply, Manning, Operation and Maintenance of Harbour tugs, offshore vessels / ship/ Patrolling boats.
- 4.6.3 Past Experience:** Experience of having successfully completed similar works Similar work mean "the Contractor involves in providing service boats in any Ports or Rigs or providing supply, Manning, Operation and Maintenance of Harbour tugs, offshore vessels / ship/ Patrolling boats during last 7 years ending up to the preceding completed month of the tender as given below.

4.7 PRE-BID MEETING AND TIME SCHEDULE:

A Pre-Bid meeting will be conducted on **05/05/2023 at 1530hrs** at this office to discuss specifications. The tenderer shall be permitted to

- (a) Send queries for the pre-bid meeting:
- (b) Attend the pre-Bid meeting and
- (c) Participate in the tender and submit the tender:

After the pre-bid meeting, the reply to the questionnaire shall be complied and corrigendum to the Tender document if necessary, will be published in the website only. Before submission of tenders by the prospective tenderers, if V.O. Chidambaranar Port Authority desires to issue any clarifications to the tender documents, the clarifications issued shall be addendum, corrigendum to the Tender document. The reply shall be a part of the tender document.

4.8 EVALUATION AND COMPARISON OF TENDERS:

The VOC Port Authority shall award the contract to the tenderer whose offer is substantially responsive to the tender document and has been determined to be the lowest evaluated tender. VOC Port Authority reserves the right to accept the tender in part or to accept tender of different tenderers for each line item of the price schedule.

4.9 Pre-Bid Meeting:

All prospective bidders are requested to attend a pre-bid meeting as per venue, date and time indicated in NIT, Maximum 2 representative of a firm with proof of their Covid-19 Vaccination Certificate of 2nd dose will be allowed to participate in pre-bid meeting. The prospective bidders are requested to send their queries preferably 5 days in advance before schedule pre-bid meeting, on email id: dc@vocport.gov.in

No “to & fro” charges and accommodations for the representative of the bidders shall be provided

4.10 COMMENCEMENT OF CONTRACT & L.D:

The commencement of contract for the "Engaging of 1 number of service boat at V.O. Chidambaranar Port Authority to provide anchorage service to the ships calling at V.O.C Port Authority for the period of three years" shall be 30 days from the date of issue of Letter of Acceptance/ work order and commence on the prescribed time failing which L.D will be imposed @ 0.5% of the contract value per week of delay subject to a maximum of 10% of the contract value for the total contract period as liquidated and ascertained damages and not by way of penalty shall be deducted from any money due or become due to the tenderer subject to Force Majeure.

4.11 FORCE MAJEURES:

In the event of either party being rendered unable by force majeure to perform any obligation to be performed by them under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure events last. The cost and loss sustained by either party shall be borne by respective parties. The term force majeure employed herein shall mean Act of God, war (declared or not), tsunami, any pandemic, restraints imposed by Governments, Riots, Strikes, Go Slow, Lock Out or any labour unrest at the works of the contractor (to be substantiated by the contractor with document), civil commotion, fire, accident, sabotage, earthquake or any other natural calamities, declared as such by the State or Central Government, plague, quarantine, import or export embargoes, or change in Govt. policies or any happening affecting the performance by the contractor or it's obligations under this contract which, in the opinion of the Employer, the contractor cannot reasonably prevent or control against.

4.12 CORRECTION/VARIATION:

- 4.12.1** 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.
- 4.12.2** 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 does not accept offers with a price variation clause.
- 4.12.3** The prices and amounts entered in the schedule of price shall represent the tenderer's offer for the Service boat generally in accordance with specifications and purpose given in this tender.

4.13 SIGNING OF TENDER:

- a) The tender shall be signed only by the parties who are themselves in a position to undertake the work viz Engagement of one number Service Boat at V.O. Chidamabaranar Port Authority” to cater service to ships calling VOCPA for the period

of three years.” and possessing all other resources required for the purpose. The tender shall contain the name, residence and place of business of the person or persons submitting the tender and shall be signed by the tenderer with his usual signature. Partnership firms shall furnish the full names of all the partners or duly authorised representatives followed by the name and designation of the person signing the document along with a copy of the partnership deed. A copy of the constitution of the firm with the names and addresses of all the partners shall be furnished. Tender by a company governed to Indian Companies Act shall be signed in the name of the company by a duly authorised representative, and a power of attorney in that behalf shall accompany the tender. In the case of company, a copy of the Memorandum and Articles of Association shall be furnished.

- b) In case if the applicant is a Joint venture/Consortium, the experience of financial criteria of those members who have not less than 26% of share only will be considered and the lead member should have done at least one work of similar nature not less than 40% of the total value of work.
- c) Tenders may be submitted by agents on behalf of their principals, but in such cases the Board reserves the right to enter into contract with the principal's director with the principals and agents jointly as deemed appropriate.

4.14 WITNESS:

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

4.15 RIGHT 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.

4.16 TRANSFER OF TENDER DOCUMENTS:

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

4.17 PREVIOUS EXPERIENCE OF THE TENDERER:

1. The tenderer may also furnish their servicing system and centers, addresses of the Regional and area offices concerned, responsible for Tuticorin region.
2. The tenderer may also inform in case any effort is taken for obtaining Certification on Quality Management System / Environment Management System conforming to ISO 9001/14001 or International Standard.

4.18 PAYMENT OF INCOME TAX:

Income tax will be deducted at the rates as applicable from time to time. It is open to the contractor to make an application to the Income Tax authority concerned and obtained from him a certificate authorising the department to deduct income tax at such lower rate or deduct no tax as may be appropriate to his case. Such certificate will be valid for the period specified there in unless it is cancelled by the Income Tax authority earlier. The contractor shall furnish PAN details.

4.19 GOODS AND SERVICE TAX (GST):

The GST shall be paid by the service boat user at the rates applicable from time to time on submission of bills/ invoices as prescribed under GST rules mentioning the full details regarding Name, Address, GST Registration Number of the tenderer along with the description, classification and value of taxable services and GST payable thereon. Any new

taxes, after bid submission date if added to be payable by user as per act shall be paid as per rules prevailing during that time.

- 4.19.1** As per GST Act, invoice in the prescribed format has to be issued by a registered bidder on or before the time when goods are removed for supply (where supply involves movement) and on or before the time when delivery is received by the recipient (where movement of goods is not involved).
- 4.19.2** 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:
- 4.19.3** The bidder should be in possession of Tax Invoice / Debit or Credit Note/ Supplementary Invoice issued by a supplier registered under GST Act.
- 4.19.4** The said goods / services have been received.
- 4.19.5** Returns (GSTR-3) have been filled.
- 4.19.6** The tax charged has been paid to the Government by the supplier.
- 4.19.7** 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.
- 4.19.8** The GST TDS shall be applicable as per the section 51 of the CGST Act, 2017.
- 4.19.9** GST, if any applicable shall be paid to service provider only on submission of necessary proof of payment or after reflection in the GSTR2A as eligible ITC.
- 4.19.10** 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 the 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.
- 4.19.11** Similarly, the claim of GST at a later stage i.e. in the next Financial Year shall not be admitted by Port as time limit has been fixed for availing tax credit.
- 4.19.12** For any correction in Invoice claimed, it shall be through Debit note / Credit note / Supplementary invoice only, as all the invoices are to be uploaded in the GSTN Portal.

4.20 OPENING AND ACCEPTANCE OF TENDER:

OPENING AND EVALUATION:

- 4.20.1** Cover -1 will be opened by e-tendering procedure on the scheduled date and time i.e. on **12/05/2023 at 1630hrs.** in the presence of such tenderers who wish to be present at the time of opening.
- 4.20.2** After opening Cover No.1, Tenders containing GSTIN No., PAN No. etc. and fulfilling other particulars related to pre-qualification criteria will be shortlisted as the pre-qualified tenderer.
- 4.20.3** The cover-2 submitted by the pre-qualified tenderers alone will be opened by e-tendering procedure on a subsequent date. The decision of the Port Authority in pre-qualifying the eligible tenders will be final.
- 4.20.4** The terms of tender schedule, conditions of contract, etc. shall not be defaced or detached from the documents.
- 4.20.5** The V.O.Chidambaranar Port Authority shall have no liability to the tenderer in respect of any expenses incurred by him, direct or indirect, in preparing and/or submitting the tender.

4.21 ADDENDA/CORRIGENDA:

1. Addenda/Corrigenda to the tender documents may be issued by the Deputy Conservator prior to the date of bid submission, to clarify or reflect modifications in the contract terms and conditions.
2. Such addendum/corrigendum will be furnished to each firm or person who had purchased the tender documents by speed post / courier. Tenderers who are unable or unwilling to bring their tenders to conform to the requirements of the Board are liable to be rejected.

4.22 COLLECTION OF DATA - TENDERER'S RESPONSIBILITY:

1. The tenderer shall visit the site and acquaint himself fully with the site and local conditions and no claims whatsoever will be entertained on the plea of ignorance of difficulties in the execution of the work. Before submitting the tender, the tenderer shall be deemed to have clearly understood and satisfied himself regarding the work and services, 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.
2. The prices and amount quoted by the tenderer shall allow for all costs, including escalation of labour, material, equipment, transport and/or storage charges, insurance, survey fees, increase in cost due to government and other charges, direct and indirect, till the work is completed in accordance with the scope of the contract and contract period.

4.23 AMBIGUITY:

Should there be any ambiguity or doubt as to the meaning of any of the tender clauses/conditions or, if any further information is required, the matter should immediately be referred to the Deputy Conservator, V.O.Chidambaranar Port Authority in writing, whose interpretation shall be final and binding.

4.24 RATES TO BE IN FIGURES AND WORDS:

The tenderer shall quote the rate in Indian Rupees for per day of 24 hours. It shall be given in English, in figures as well as in words, the rates tendered by him in the concerned proforma of the tender and in such a way that interpolation is not possible. In case of any discrepancy between figures and written words, the rates in words shall be taken as the quoted price.

4.25 RATES FOR HIRE:

The tenderer shall quote the rate per day of 24 hours in Indian Rupees. The day means 24 hours of duration commencing from 06.00hrs to 06.00hrs of the following day which shall have following three shifts.

- 1st shift - 0600hrs to 1400hrs
- 2nd shift - 1400hrs to 2200hrs
- 3rd shift - 2200hrs to 0600hrs

4.26 SIGNING THE CONTRACT:

- a) The successful tenderer shall be required to execute an agreement in the proforma prescribed by the V.O. Chidambaranar Port Authority (draft enclosed in the document)

Annexure – 7 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 work order. 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 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.

4.27 ALL PAGES TO BE SIGNED:

All signatures in the tender documents shall be dated. All pages of all section of the 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.

4.28 Integrity Pact: The successful tenderer shall be required to execute an integrity pact agreement in the Performa prescribed by the VOCPA (Draft enclosed in the document as **Annexure – 8**) from the date of issue of the notice of acceptance of the work order.

The name and address of the IEM for this tender is given below:

(i) Shri Trivikram Nath Tiwari, ILS (Retd.),
301- B , Block -3B , HIG DDA Flats,
Rani Jhansi Road, DDA Complex,
Motia Khan,
New Delhi- 110 055
Ph: 9871788277
E-mail id : trivikramnt@yahoo.co.in

(ii) Shri Arun Kumar, CSS(Retd),
B-38, Vrindavan Apartment,
Plot No. 1, Sector -6, Dwarka,
New Delhi- 110 075

Present address:
B308, Third Floor, Aishwarya,
Opulence Apartment, Out Ring Road,
Marathabhalli, Bangalore - 560 037,
Ph: 9810621113,
E-mail id: kumararun_53@rediffmail.com

4.29 PRECAUTION AGAINST AIR AND WATER POLLUTION: Every precaution shall be taken by the contractor to prevent air and water pollution resulting from his operations as per requirement of the appropriate authorities. The hazardous waste shall be disposed off only to the genuine processors having requisite approval in accordance with implementation of hazardous waste rules 1989, notified tender environment Act, 1989 and rules regulations made there under from time to time.

4.30 JURISDICTION:

The award of contract for the “Engaging of 1 number of service boat at V.O. Chidambaranar Port Authority to provide anchorage service to the ships calling at V.O.C Port Authority for the period of three years”. is subject to the jurisdiction of the local courts of Tuticorin (Tamilnadu).

4.31 INCOME TAX CLEARANCE:

Permanent Account Number shall be furnished. Copy of the Income Tax return filed for the last financial year shall be enclosed.

4.32 INSTRUCTIONS TO TENDERERS TO FORM PART OF THE AGREEMENT:

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

SECTION V

5.SCOPE OF WORK & TERMS & CONDITIONS OF CONTRACT

1. The contractor has to quote the Royalty charges in lump sum on monthly basis to be paid to the VOC Port for the providing the services to the ships within VOC Port limits. The Royalty quoted is firm and final.
2. The contractor shall be authorised to collect ₹5,000/- per hour for the service rendered.
3. Services are to be provided within the Port limits.
4. Boat used for providing service shall carry all valid licenses and applicable statutory certificates. However, the firm shall:
 - a. Provide service boat made of steel hull to provide service throughout the year. Length overall of the service boat shall not exceed 25 meters, maximum breadth shall not exceed 8 meters and draft should not exceed 2 meters. The boat must be classed under Merchant Shipping Act or RSV or Inland Vessels Act (2021).
 - b. Provide applicable statutory certificates issued by Competent Authority regarding registration, manning etc,
 - c. Provide applicable certificate issued by the Competent Authority regarding passenger carrying capacity. Passenger carrying capacity must be at least 10 persons.
 - d. Provide applicable certificate issued by competent authority with regard to cargo (MT) carrying capacity. The cargo carrying capacity shall be at least 2 Ton.
 - e. Provide insurance for crew and passengers, and clause for wreck removal and pollution to be included.
5. Required labour for handling materials etc., should be arranged by the contractor / users.
6. The Port shall not be responsible for any payment to the contractor for providing boat service for vessels inside VOCPA Port limits. However, the payment should be settled within the concerned shipping agent (or) Master of the Ship (or) the user of the boat.
7. The contractor should have sufficient experience in providing boat service for vessels at berths or anchorages.
8. Permission of the Deputy Conservator or his authorized representative should be obtained prior providing boat service for vessels at Berths or anchorages.
9. The Contractor shall ensure that providing boat service for vessels shall be undertaken without causing any hindrance to Port operations and shipping activities.

10. Contractor shall bear the cost of damages, if any, caused by him or by his employee to any properties of the Port or Port employee.
11. The Contractor shall take necessary permission of Port authorities and Customs through concerned shipping agents for every boat service to be provided.
12. The Port reserves the right to alter the conditions of the permission and even cancel the permission at any point of time without assigning any reason thereof.
13. Crew arranged by the contractor should not be involved in any police case and must have police verification certificate.
14. The tenure of contract appointment shall be for a period of 3 years.
15. The contractor shall commence his operations within a period of one months from the receipt of Letter of Award.
16. Berth hire charges for service boat will be levied with respect to GRT as per SOR in the port / port waters. There will be no designated place provided for berthing of the boat engaged for providing boat service for vessels at berths and anchorage however unoccupied berth places may be utilized for berthing with prior permission of the Dy. Conservator or his representative.
17. VOCPA will not be held responsible for any injury or loss of life of crew, passenger etc.
18. Port reserves the right to carryout surprise inspection of the boat from time to time.
19. Name of the crew to be intimated to the Port authority and any changes must be done with prior permission of the Deputy Conservator or his representative.
20. The contractor shall be entitled for the payment of minimum 3 hours service boat hire charges by the concerned user.
21. Port dues are to be levied on entry and payable once in 30 days.
22. Pilotage shall be applicable only at the time of entry & exit to/from the Port.
23. In case of any dispute, the decision of Chairman of V.O. Chidambaranar Port Authority shall be final and binding.

SECTION VI
6. Annexures

ANNEXURE - 1

(Page 1 of 2)

LETTER OF APPLICATION

Registered business name :

Registered business address :

Telephone :

Fax :

E – Mail :

To

The Deputy Conservator,

V.O.Chidambaranar Port Authority,

Tuticorin 628 004.

INDIA.

Sir,

1. We hereby apply to be bidder for the “Engaging of 1 number of service boat at V.O. Chidambaranar Port Authority to provide anchorage service to the ships calling at V.O.C Port Authority for the period of three years”.
2. We authorize V.O.Chidambaranar Port Authority or its authorize representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this purpose, we hereby authorize any public official, engineer, bank depositor, manufacturer, distributors, etc. or any other persons or firm to furnish pertinent information deemed necessary and requested by V.O.Chidambaranar Port Authority to verify statements and information provided in this application or regarding our competence and standing.
3. The names and positions of persons, who may be contacted for further information, if required, are as follows:
 - (a) Technical
 - (b) Financial
 - (C) Personnel

4. We declare that the statements made and the information provided in the completed tender are complete, true and correct in every detail.

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

6. We undertake that no change has been made in Tender document issued.

Yours faithfully,

(Authorised representative of applicant)

Date:

Encl: 1.

2.

3.

GENERAL INFORMATION

Company Name:

1. Head Office address :

Fax No. :

Telephone No. :

E-Mail ID :

2. Regional office address (if any) :

Fax No. :

Telephone No. :

E-Mail ID :

3. Local office address (if any) :

Fax No. :

Telephone No. :

E-Mail ID :

Main lines of business :

1. Since :

2. Since :

3. Since :

4. Since :

5. Since :

6. Since :

7. Since :

8. Since :

*** Attach copy of certificate of registration and Ownership**

Signature

Seal

FINANCIAL DATA

Summary of assets and liabilities on the basis of the audited financial statement* of the last three financial years [2019-20, 2020-21 & 2021-22]

A.	r3	Year1	Year2	Yea
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1. Total assets

2. Current assets

3. Total liabilities

4. Current liabilities

5. Net worth (1 – 3)

6. Working capital (2 – 4)

7. Turnover

8. Operating Income

9. Operating expenditure

10. Operating Surplus

B.

1. Name/address of commercial bank providing credit line.

2. Total amount of credit line :

*** Attach copies of the audited financial statements, duly notarized, consisting of profit and loss account, balance sheet, etc.**

C. FINANCIAL STATUS

Sl. No.	Financial year	Total turnover in Rs.
1.	2019-2020	
2.	2020-2021	
3.	2021-2022	

Attach copies of the audited financial statements, duly notarized, consisting of profit and loss account, balance sheet, etc.

Signature of Contractor
Seal.

Details of Past Experience

Experience in similar type of work (i.e) the Contractor involves in providing service boats in any Ports or Rigs or providing supply, Manning, Operation and Maintenance of Harbour tugs, offshore vessels / ship/ Patrolling boats during last **SEVEN (7)** years:

Sl. No	Name of work	Value of work executed	Contract Period		Schedule period of completion	Name and address of organization
			Commencement	Completion		

* Refers primarily to the physical size of the works.

** In case tenderer participated as a sub-Operator to another agency

Signature

Seal

DETAILS OF PAST EXPERIENCE OF TENDERER IN THE CONTRACTOR INVOLVES IN PROVIDING SERVICE BOATS IN ANY PORTS OR RIGS OR PROVIDING SUPPLY, MANNING, OPERATION AND MAINTENANCE OF HARBOUR TUGS, OFFSHORE VESSELS / SHIP/ PATROLLING BOATS FOR THE LAST SEVEN YEARS:

NAME OF Service Boat	PERIOD OF CONTRACT / HIRE	NAME OF OWNER	SPECIFICATION OF Service Boat	NO. OF DAYS Service Boat WAS MADE AVAILABLE

FORMAT FOR FURNISHING TECHNICAL SPECIFICATION OF SERVICE BOAT:

- 1.Length O.A :
- 2.Breadth :
- 3.Draft :
- 4.Speed :
- 5.Hull :
- 6.Capacity :
- 7.Endurance :
- 8.Powered by :
- 9.Year of Built :
- 10.Classification :
- 11.Manning :
- 12.Experience :
- 13.Service Boat should be equipped with :
- 14.Capability :
- 15.Accommodation :

Signature

Seal

SPECIMEN FORM OF BANK GUARANTEE BOND FOR PERFORMANCE SECURITY
(To be executed in Rs.100/- non-judicial stamp paper)

1. In consideration of the Chairman representing the Board of V.O.Chidambaranar Port (hereinafter called the Port) having agreed to exempt (hereinafter called " the said Operator(s)" from the demand under the terms and conditions of contract awarded in No..... dated made between and for(hereinafter called "the said Agreement") of Performance Security for the due fulfillment by the said Operator(s) of the terms and conditions contained in the said agreement, on production of Bank Guarantee for Rs.....(Rupees.....only) 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 operator(s) of any of the terms or conditions contained in the said agreement.
2. We, Bank Limited do hereby undertake to pay the amounts due and 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 operator(s) of any of the terms and conditions contained in the said agreement or by reason of the operator(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We, Bank Limited, undertake to pay to the Port any money so notwithstanding any dispute or disputes raised by the contractor(s) in any suit or producing before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
4. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and operator(s) shall have no claim against us for making such payment.
5. We,.....(indicate here the name of the Bank) 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 Marine Department, V.O.Chidambaranar Port Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said operator(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing within six months from the date of expiry of the validity of the guarantee period we shall be discharged from all liability under this guarantee thereafter provided further that the Bank shall at the request of the Port but at the cost of contractors renew or extend this guarantee for such further period or periods as the Port may require.
6. We,(Indicate here the name of the Bank) further agree with the Port, that the Port shall have the fullest liberty without our 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 from time to time any of the powers exercisable by the Port against the said operator(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said operator(s) or for any forbearance, act or omission on the part of the Port, or any indulgence by the Port to the said operator(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

8. We,(Indicate here the name of the Bank) 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 up to (period)

Dated theday of 2023

of for

.....

(Indicate here the name of the Bank)

**FORMAT FOR SIGNING AGREEMENT
(To be executed in Rs.100/- non-judicial stamp paper)**

**V.O.CHIDAMBARANAR PORT AUTHORITY
MARINE DEPARTMENT**

THIS AGREEMENT made thisday of2023 (Two thousand.....) between the Board of the Port of V.O.Chidambaranar, a body corporate under Major Port Authoritys Act,1963 (hereinafter) called the 'Board' which expression shall, unless excluded by or repugnant to the context, be deemed to include the successors in office on the part AND

(Hereinafter) called the 'Operator' 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 on the other part.

WHEREAS the Board of the Port of V.O.Chidambaranar is desirous of “Engaging of 1 number of service boat at V.O. Chidambaranar Port Authority to provide anchorage service to the ships calling at V.O.C Port Authority for the period of three years”. for carrying out patrolling operations by security personnel under ISPS code, security operations of the Port and other requirements of the Port as per terms of reference.

WHEREAS the Operator has offered to supply, man and operate such Service boat and whereas the Board has accepted the tender of the Operator and WHEREAS the Operator has furnished a sum of Rs..... (Rupees) as Earnest Money Deposit at the time of tendering, which will be released after the submission of Performance Security (i.e. 10% of the Contract value) as per clause 3.6 of Section II - Instructions to Tenderers.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

In this agreement words and the expression shall have the same meanings as are respectively assigned to them in the terms & conditions.

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

Notice Inviting Tender -Section -I

Invitation to Tender - Section II

Important Guidelines for tender - Section III

Instruction to Tenderers - Section IV

General Condition - Section V

Scope of Work -Section VI

Specification - Section V

Annexures - Section VII

Price Schedule - Section VIII

The Operator hereby covenants with Board of V.O.Chidambaranar Port Authority to Engaging of 1 number of service boat at V.O. Chidambaranar Port Authority to provide anchorage service to the ships calling at V.O.C Port Authority for the period of three years” in conformity with the terms of reference and provision of the Agreement.

The Board of V.O.Chidambaranar Port hereby covenant to pay the Operator in consideration of the Engaging of 1 number of service boat at V.O. Chidambaranar Port Authority to provide anchorage service to the ships calling at V.O.C Port Authority for the period of three years. total value of Rs..... (Rupees..... only) which includes all taxes, duties, etc. as leviable on date in consideration of Engagement of one number Service Boat at V.O. Chidambaranar Port Authority” to cater service to ships calling VOCPA for the period of three years in the Manner prescribed by the

Contract. The Board shall pay to the Operator the contract price as stated in Section X. (Price Schedule)

If I/We fail to commence the work specified in the Notice Inviting Tender I/We agree that the said Chairman, V.O.Chidambaranar Port Authority or his successors in office shall, without prejudice to any other right or remedy, be at the liberty to forfeit the said Performance Security (absolutely).

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

The common seal of the of
V.O.Chidambaranar Port was hereinto affixed
and

The Chairman thereof has set his CHAIRMAN OF THE
hand in the presence of BOARD OF
TUTICORIN.

(witness with addresses)

Signed and sealed by

The OPERATOR in the presence of
OPERATOR.

(witness with addresses)

INTEGRITY PACT

Between

V.O.Chidambaranar Port Authority (VOCPA) hereinafter referred to the “ The Principal”
and

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 – Commitments of the Principal

(1) The Principal commits itself to take all 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 Bidders(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 IPC/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 will not, directly or through any other person or firm, offer, promise or give to any of the Principals 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 Bidders/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, certificates, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act ; further the Bidder(s)/Contractor(s) will not use improperly, for 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/representatives 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 payments made to the

Indian agent/representative have to be in Indian Rupee only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annex.

(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 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

question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of Business dealings" is annexed and marked as Annex-B

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 with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in Indian 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 per the procedure mentioned in "Guidelines on Banning of Business dealings".

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

The Bidder(s)/Contractor(s) undertakes(s) to demand from all sub contractors a commitment in conformity with this Integrity Pact and to submit it to the Principal before contract signing.

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

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

Section 8 - independent External Monitor/Monitors

(1) The principal appoints competent and credible independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what a extent the parties comply with the obligations under this agreement.

(3) The Bidder(s)/Contractor(s) accepts the monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub contractor(s) with confidentiality.

(4) The Principal will provide to the monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believe to notice, a violation of the agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit

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

(6) The Monitor will submit a written report to the Chairman/TPT within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should occasion arise, submit the proposal for the correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the TPT Board.

(8) If the Monitor has reported to the Chairman TPT, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman/TPT has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commission.

(9) The word "Monitor" would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it expires for the Contractor 10 months after the last payment under the contract and for all other Bidders to monitor after the contract has been awarded. 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/TPT.

Section 10- Other provisions

(1) This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf (For & On behalf of
of Principal) Bidder/Contractor)

(Office Seal) (Office seal)

Place.....

Date

Witness 1 :

(Name & Address) _____

Witness 2 :

(Name & Address) _____

E-PAYMENT FORM

To
The Financial Advisor & Chief Accounts Officer,
V.O. CHIDAMBARANAR PORT AUTHORITY, Tuticorin.

Sir,
We hereby give particulars for payment of the Works Bill/Advance etc.

S. No Particulars

- 1 Name of the Contractors/Suppliers
- 2 Address of the Contractors/Suppliers
- 3 Name of the Work for which payment is made
- 4 Estimate No./Agreement No./ Work Order No.
- 5 Name of the Bank in which Contractors/Suppliers is operating Account. Either with IOB or SBI or any other Bank (If it is other than IOB or SBI Bank commission plus postage will be deducted)
- 6 Address of the Bank
- 7 Branch Code No.
- 8 Type of Account (Whether SB Account or Current Account)
- 9 Account No.
- 10 PAN No.
- 11 GST Registration No.
- 12 IFSC Code
- 13 VAT No.
- 14 TIN No.

Yours sincerely,

(Signature of Contractor)

SPECIMEN FORMAT FOR DECLARATION

To
The Deputy Conservator
V.O.Chidambaranar Port Authority
Tuticorin-628004.

Ref:-----

The undersigned, having studied the Tender Document submission for the above mentioned work, here by states :

- a. The information furnished in our bid is true and accurate to the best of my knowledge.
- b. Our firm M/s.----- has not been banned or blacklisted by any Government, Semi- Government, Agents or PSU'S.
- c. That in case of being pre-qualified, we acknowledge that the employer may invite us to participate in due time for the opening of Price cover of the tender on the basis of provisions made in the tender documents to follow.
- d. When the call for tender is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- e. We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- f. We also state that no changes have been made by us in the downloaded tender documents and also understand that in the event of any discrepancies observed, the port's tender document and corrigendum is full and final for all legal/contractual obligations.

Date:

Place:

Name of the Applicant:

Represented by (Name & Capacity):

Bid Securing Declaration Form

Tender No. MAR-TECH/TEND(NAV-BUOY)/2023-MARINE-HM
 Date: _____

To
 The Deputy Conservator,
 Marine Department,
 V.O. Chidambaranar Port Authority
 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 a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, 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)

FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT
(To be executed in Rs.100/- non-judicial stamp paper)

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

WHEREAS Board of V.O.Chidambaranar Port Authority constituted under the Major Port Authorities Act, 1963 (hereinafter called the board which expression shall unless repugnant to the context of meaning thereof be deemed to include its successors and assigns) had invited tenders for (Name of work)(hereinafter called Tender) as per conditions of the contract, scope of work, Bill of Quantities and specifications covered under the 'Tender'.

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

AND WHEREAS under the conditions of the contract, the tenderer is required to give a Earnest Money Deposit in form of Bank Guarantee of a Nationalized/Scheduled Bank for the sum of Rs. (Rupees) only.

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

NOW THIS INDENTURE WITNESSETH that the said Bank doth hereby stand surety for the said sum of Rs. (Rupees only) AND DOTH HEREBY GUARANTEE TO AND COVENANT WITH AND irrevocably agree to pay to the Board upon demand in writing referring to the terms & conditions of the contract and without questioning the right of the Board to make such demand or the propriety or legality of such demand such sum or sums not exceeding in the whole a sum of Rs. (Rupees only) as may be payable to the Board by the tenderer by reason of
withdrawal of his Tender within the validity period
Or
the tenderer makes any modifications in the terms & conditions of his Tender before the expiry of 120 days from the last date of submission of the tender or such time as may be extended by the Board to which tenderer has agreed in writing,
Or
In the event of the tender being accepted by the Board but the tenderer fails to enter into a contract
Or
In the event of the tender being accepted by the Board ad the tenderer fails to furnish the performance guarantee as per the terms of the contract in respect of which the decision of the Board shall be final all legally binding.

The said Bank doth further covenant and declare that this security is irrevocable and shall remain in force up to and inclusive of the day of 2023.

And

If the contract is not awarded by the Board before the expiry of the aforesaid date or such times as may be extended by the Board to which the tenderer has agreed in writing the said Bank undertakes to renew this Guarantee for further period of 60 days or to such extend as agreed by the tenderer at the request of the tenderer and the said Bank doth hereby further covenant and declare that if the said tenderer do not obtain and furnish renewals of this Guarantee as agreed by the tenderer the entire amount of this Bank Guarantee in default of obtaining and furnishing the renewals of this Bank Guarantee, the Bank Guarantee shall become forthwith due and payable to the Board notwithstanding.

B. that the period of the Guarantee of the renewal or renewals thereof has not expired. Or

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

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

After invoking the Bank Guarantee by the beneficiaries the bank has to pay the amount within a week after receipt of the communication failing which it will have to pay the beneficiaries interest @ 12% P.A for the delayed payment. (Bidders who could not get the said interest clause included in the Bank Guarantee is to produce along with the Bank Guarantee, a letter from issuing bank such Bank shall not issue Bank Guarantee with such clause while submitting the tenders.)

Notwithstanding anything contain herein:

i. Our liability under this Bank Guarantee shall not exceed (EMD amount) Rs.....(Rupees.....only.

ii. This Bank Guarantee shall be valid upto (Till the validity of the tender..... and:

iii. We are liable to pay the Guaranteed amount or any part thereof under the Bank Guarantee only and only if you serve upon us a written claim or Demand to be received on or before (One Month after Bank Guarantee validity).....

IN WITNESS WHEREOF, the duly constituted Attorney(s) of the Bank has/have hereinto set his /their hands and seals on the day of2023 (Date of the B.G.)

SIGNED SEALED AND DELIVERED

by the within named

through its duly constituted Attorney

Mr.

&

in the presence of

.....

NOTICE INVITING e-TENDER FOR THE WORK "....."

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

(To meet out the requirement as per clause _____ of the Tender Document)

To
Deputy Conservator,
V O.Chidambaranar Port Authority.
Tuticorin – 4

Sir

Subject: Acceptance of Terms & Conditions of Tender for "....." -
Reg.

Tender Reference No: -----

1. I/ We have downloaded / obtained the tender document(s) for the above-mentioned Tender/Work from the web site(s) namely----- as per your advertisement given in the above-mentioned website(s).
2. I/ We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. to (including all documents like annexure(s), schedule(s) etc.). Which form part of the contract agreement and I / we shall abide hereby and agree the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by V.O. Chidambaranar Port Authority for the above subject work has also been taken into consideration while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in 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 Authority shall without giving any notice or reason therefore, summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely

Yours Faithfully.

(Signature of the Bidder with
Official Seal)

SECTION VII
V. O. Chidambaranar Port Authority
Marine Department
Price schedule- (Cover -II)

Validate

Print

Help

[Item Rate BoQ](#)

Tender Inviting Authority: Deputy Conservator

Name of Work: "Engaging of 1 number of service boat at V.O. Chidambaranar Port Authority to provide anchorage service to the ships calling at V.O.C Port Authority for the period of three years".

Contract No: MAR-TECH/VOCPASB/2023

Name of the
Bidder/ Bidding
Firm / Company
:

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units days	Royalty/ Revenue shares payable every month for the service rendered by bidder (In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT of Revenue share payable every month for the service rendered by bidder Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	54	55
1	"Engaging of 1 number of service boat at V.O. Chidambaranar Port Authority to provide anchorage service to the ships calling at V.O.C Port Authority for the period of three years".	1	30		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				