

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



Global Connect

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

E-Tender document for

Annual Maintenance contract for Manning, Operation and Maintenance of Oil Spill Response Equipment (OSRE) available in VOC Port Authority for a period of five years and extendable by two years.

TENDER NOTICE NO: MAR/TECH/OSRE(AMC)/2024

TENDERS WILL BE DOWNLOADED ONLINE FROM 02/07/2024 TO 25/07/2024 (UP TO 1530 HOURS) & COMPLETED TENDERS ARE TO BE SUBMITTED ONLINE ON OR BEFORE 1530 HOURS ON 25/07/2024 AND TENDER WILL BE OPENED AT 1530 HOURS on 26/07/2024.

Deputy Conservator,
Marine Department,
V.O. Chidambaranar Port Authority,
Tuticorin – 628004.
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**V.O. CHIDAMBARANAR PORT AUTHORITY
MARINE DEPARTMENT
TUTICORIN - 628 004**

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SECTION I
NOTICE INVITING TENDER (NIT)

V.O. CHIDAMBARANAR PORT AUTHORITY
(MARINE DEPARTMENT)
NOTICE INVITING TENDER (NIT)
ONLY THROUGH E-TENDERING MODE

TENDER NOTICE NO: MAR/TECH/OSRE(AMC)/2024

To

The interested experienced and reputed Bidders,

Electronic Tenders (Two Cover system) are invited by V.O. Chidambaranar Port Authority, Tuticorin from the bidders fulfilling the Eligibility Criteria for pre-qualification as stipulated in this notice for the work of **“Annual Maintenance Contract for Manning, Operation, and Maintenance of Oil Spill Response Equipment (OSRE) available in VOC Port Authority for a period of five years and extendable by two years”**.

1	Estimate cost for tender	₹ 1,72,71,600 plus applicable GST
2	Contract period	Five years.
3	Document downloaded start date	On 02/07/2024 at 1630hrs
4	Bid submission start date	On 02/07/2024 at 1630hrs
5	Seek clarification start date	On 02/07/2024 at 1630hrs
6	Seek clarification end date	On 09/07/2024 at 1530hrs
7	Pre-bid meeting date	On 10/07/2024 at 1530hrs
8	Bid Submission closing date	On 25/07/2024 at 1530hrs
9	Bid opening date	On 26/07/2024 at 1530hrs
10	Validity of tender	120days from the date of opening the Technical bids
11	Earnest Money Deposit (EMD)	₹3,45,432 (Rupees Three Lakhs Forty-Five Thousand and Four Hundred and Thirty-Two only).
12	Tender Submission through	VOC Port website: https://www.vocport.gov.in/NewTenders.aspx and CPP portal https://etenders.gov.in/e procure/app

Note:

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

2. Amendments to the tender (if any) will be issued only through website <https://www.vocport.gov.in/NewTenders.aspx> and on CPP Portal (Central Public Procurement Portal) www.eprocure.gov.in/eprocure/app

Deputy Conservator

SECTION- II

1. INVITATION TO TENDER

- i. TENDER NOTICE: Electronic Tenders (Online) are invited in the two-cover system on behalf of V.O. CHIDAMBARANAR PORT AUTHORITY (VOCPA) from reputed and experienced Contractors for “Annual Maintenance contract for Manning, Operation, and Maintenance of Oil Spill Response Equipment (OSRE) available in VOC Port Authority for a period of five years and extendable by two years” (Tender No. MAR/TECH/OSRE(AMC)/2024).
- ii. The tenderer must fulfil the requirements stipulated in the tender.
- iii. The tender shall remain valid for acceptance for a period of 120 days from the date fixed for the opening of the tender.
- iv. The tenderer must fulfil the Minimum Qualifying Requirements and other requirements stipulated in the tender.
- v. 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 **30 days from the date of issue of work order**.
- vi. The Tender Document having all the details is available at the URL of the e-Tender Portal <https://etenders.gov.in/eprocure/app>. The interested tenderers need 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.
- vii. 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. EARNEST MONEY DEPOSIT:

- i. The tender shall be accompanied by Earnest Money Deposit of **₹3,45,432 (Rupees Three Lakhs Forty-Five Thousand and Four Hundred and Thirty-Two only)** in the form of Insurance Surety Bonds or Account Payee Demand Draft or Banker’s Cheque or Bank Guarantee from any of the commercial Banks or payment online in an acceptable form which is stipulated in the tender. The tender not accompanied with EMD shall be treated as invalid.
- ii. In case bidder claims exemption of EMD as Micro and Small Enterprises (MSE), the bidder shall submit the proof of their being MSE registered with District Industries Centre (DIC) or Khadi and Village Industries Commission or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyam Registration Certificate or any other body specified by the Ministry of MSME.
- iii. EMD in the form of Bank Guarantee (**Annexure -VI**) of shall have a validity period of 03 months and claim period of 03 months.
- iv. In the event of BIDDER withdrawing his tender before the expiry of tender validity period of 90 days from the latest closing date of submission of tender, the tender shall be cancelled and EMD shall be forfeited.
- v. The Earnest Money Deposit of unsuccessful BIDDERS shall be returned without interest as early as possible on award of Contract to the successful BIDDER. The Earnest Money Deposit of the successful BIDDER shall be refunded (without interest) only on receipt of Performance Guarantee as stipulated in the tender **Section IV of Clause no. 9**.

- vi. In the event of forfeiting the EMD, GST as applicable shall be collected.
 - vii. Tenders that are in any way incomplete will not be considered.
 - viii. The Port reserves the right 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. Tenderers without documentary evidence for claiming bid security exemption will be summarily rejected.
 4. 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. Tenders who have separate ESI / EPF code will be allowed to submit online.
 5. The tenders of tenderers who had litigation against the VOCPA will not be considered and the amount paid towards the cost of the tender document will not be refunded.
 6. 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
- 5) **Independent External 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 Hermanprit Singh, IPS (Retd.),
12, Belevedra Road,
Alipore, Kolkata – 700 027

SECTION- III GLOSSARY

In this bid document and in the 'Contract', unless the context otherwise requires:

- i. "Authorised representative" means any Officer of the Port authorized by the Competent Authority, who is responsible for supervising, administering the Contract, certifying payments due to the Contractor, and other functions as specified in this contract.
- ii. "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer for rendering services or execution of works made in accordance with the terms and conditions set out in the bid document "Annual Maintenance contract for Manning, Operation, and Maintenance of Oil Spill Response Equipment (OSRE) available in VOC Port Authority for a period of five years and extendable by two years".
- iii. Bid documents" (including the term 'bid documents' or 'Request for Proposal Documents' in certain contexts) means a document issued by the Port, including any amendment thereto, that sets out the terms and conditions of the given e-tender and includes the invitation to bid.
- iv. "Bidder" (including the term 'tenderer' or 'service provider' in certain contexts) means any person (in the form of sole proprietor) or firm or company or any other legal entity (registered under the Companies Act, Societies Registration Act, etc), participating in the e-tendering process with the Port;
- v. "Bidder registration document" means a document issued by the Port, including any amendment thereto, that sets out the terms and conditions of registration proceedings and includes the invitation to register for the e tender.
- vi. "Board" means the Board of Major Port Authority of V.O. Chidambaranar Port Authority, an autonomous body constituted by the Central Government in accordance with sub-section (1) of section 3 of the Major Port Authorities Act 2021 as amended from time to time.
- vii. "Engineer" Means the Deputy Conservator of V.O. Chidambaranar Port Authority and his successors.
- viii. Engineer in-charge"/ "Engineer representative" means the Assistant Engineer (Marine) or an officer appointed by him in writing who shall directed and supervise and be in charge of the works.
- ix. "Competent authority" means the Chairperson, or any officer(s) authorized by the Chairperson.
- x. "Contract" (including the terms 'Work Order' under certain contexts), means a formal legal agreement as may be amended, supplemented or modified in accordance with the terms of contract in writing relating to the subject matter of the tender, executed between V.O. Chidambaranar Port Authority and the service provider or Contractor together with the documents referred to therein including general conditions, special conditions of Contract, Priced bill of quantities and instructions issued from time to time by the Port and all these documents taken together shall be deemed to form one contract and shall be complementary to one another, which are in compliance with all the relevant provisions of the laws of India.
- xi. "Contract price" means the sum named in the tender subject to such additions thereto or deductions there from as may be made under the provisions herein after contained.

- xii. "Contractor / Service Provider" means the person or persons, firm or company whose tender has been accepted by the Board/competent authority and includes contractor's representative, successors and/or permitted assigns for the subject Contract.
- xiii. "Day" means a day of 24 hours from midnight to the next midnight irrespective of the number of hours worked in that day.
- xiv. "e-Tender" means conducting of procurement processes by the Port with bidders for the acquisition of works and services through the use of information and communication technology (specially the internet) with the aim of open, non-discriminatory and efficient procurement through transparent procedures.
- xv. "Earnest Money Deposit'(EMD)" means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid; the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the Contract or failure to provide the required security for the performance of the Contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the Bid documents.;
- xvi. "Head of the Department" means the Head of the concerned department in V.O. Chidambaranar Port Authority.
- xvii. "Month" means month according to Gregorian calendar.
- xviii. "Notice Inviting Tenders" (including the term 'Invitation to bid' or 'request for proposals' in certain contexts) means a document and any amendment thereto published or notified by the Port, which informs the potential bidders that it intends to procure goods, services and/or works.;
- xix. "Pre-qualification document" means the document including any amendment thereto issued by the Port, which sets out the terms and conditions of the pre- qualification bidding and includes the invitation to pre-qualify.
- xx. "Responsive bid", in relation to a bidder, means a bid submitted by a bidder that conforms to all material aspects and conditions. If any requirements are not complied with or changes are made by the bidder in the tender document or if there is non-usage of the prescribed forms stipulated in the bid document, the bid will be considered as non-responsive and will be summarily rejected.
- xxi. "Tender" means the Contractor's priced offer to the Port for the execution and completion of the works and the remedying of any defects therein in all accordance with the provisions of the Contract, as accepted by the Work order.
- xxii. "Week" means seven days without regard to the number of hours worked in any day in that week.

SECTION IV
INSTRUCTIONS TO THE BIDDERS

1. GENERAL:

- i) Electronic Tenders (Online) are invited following '**TWO COVER SYSTEM**' by **V.O. CHIDAMBARANAR PORT AUTHORITY (VOCPA)** from eligible bidders for "**Annual Maintenance contract for Manning, Operation, and Maintenance of Oil Spill Response Equipment (OSRE) available in VOC Port Authority for a period of five years and extendable by two years**".
- ii) The bid document containing the entire details is available at the E-Tender Portal www.vocport.gov.inorhttps://etenders.gov.in/eprocure/app for downloading during the period specified in the **NIT (Section – I)**.
- iii) The Bidders must fulfil the techno-commercial criteria for pre-qualification and other requirements stipulated in tender document of the bid document. The tender shall remain valid for a period of **120 days** from the date of opening of the Technical bid.
- iv) The Contract Agreement will be in force for a period of **Five years** from the date specified in the Work Order and extendable for a period up to **Two years** with the same rate, terms and conditions to be decided on mutually agreed basis, which will be based on the satisfactory performance of service during the course of Contract.

2. BIDDER'S RESPONSIBILITY:

- i) The bidder, at the bidder's own responsibility and risk are encouraged to visit at their own cost and examine the site of required services and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the services.
- ii) It is implied that on submission of the tender, the Bidder is deemed to have clearly understood and satisfied himself regarding the work and services and all conditions likely to be encountered during the execution of the work thereof. The service charges quoted in the **Price bid (Cover-2) at Section X** are adequate and all-inclusive with respect to all factors, circumstances and conditions likely to be incidental, both direct and indirect, to the work and services mentioned in the subject tender.
- iii) Further the Bidder undertakes, if his tender is accepted, has to enter into and execute when called upon to do so, a Contract Agreement as provided in **Annexure-VIII** with such modifications as agreed upon. Until the formal Contract Agreement is prepared and executed, this tender document together with the written acceptance shall form a binding agreement between the Port and the Contractor.
- iv) The Bidder shall furnish a certificate of Acceptance on Technical and commercial terms and conditions in the enclosed **Annexure-XI**.
- v) Any bidder who is claiming exemption from payment of EMD based on any Central/State Government certification.
- vi) The Bidder shall submit a declaration as provided in the **Annexure-XI and Annexure-XIII** of the bid document that the Bidder has no litigation and arbitration against the Port for a period of past 5 years and that the bidder has not been blacklisted or debarred in the last 3 years from providing service by

any of the Central / State Government / Nationalized Banks/ Autonomous bodies / PSEs/PSUs and any other organisations in India prior to the submission date of tender mentioned in the NIT and the same shall be uploaded along with the bid document in the E-tender portal.

3. PRE-BID MEETING:

A pre-bid meeting will be conducted on the date, time and place as specified in **NIT (Section – I)** at V.O. Chidambaranar Port Authority, Tuticorin. Interested bidders can participate in the pre-bid meeting **on 10/07/2024 at 1530hrs** or the queries can be sent to the designated e-mail id (dc@vocport.gov.in) **by at 09/07/2024 1530hrs** and the replies to queries will be published on the website, which shall form part of the contract agreement. Any queries received after the due date shall not be considered and no reply to such queries will be given.

4. REGISTRATION OF BIDDERS ON PORTAL:

The intending Bidders are required to register in the website <https://etenders.gov.in/eprocure/app> by clicking “**Online Bidder Enrolment**” option in order to obtain user-id and password for the first time and then to activate the class III Digital Signature Certificate has to be used.

5. 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 **02/07/2024 to 25/07/2024** The instructions for submitting e-tender is given on the e-tendering website at the link <https://etenders.gov.in/eprocure/app;jsessionid=9DDF0097EA06C59138DFC7C856A6882F.geps1page=BiddersManualKit&service=page>.

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

a) Technical Bid:

- 1) Proof of payment of EMD.
- 2) The Copies of valid certificate issued by Central/State Government for exemption from payment of EMD, if applicable.
- 3) Scanned copy of tender documents duly signed in all pages issued by the Port duly filled in all blank space to be signed on each page with their official stamp.
- 4) 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 **Section IV of Clause no. 8 (ii)** Minimum Qualification Criteria for Pre-Qualification.
- 5) Scanned Copy of Income Tax Permanent Account number card for assessing the income tax.
- 6) Scanned Copy of GST Registration No. of certificate for GST registration and GSTIN No.
- 7) Scanned copy of Certificate of the Audited Financial Statement for the above three years as per **Annexure-III** to be uploaded.
- 8) Scanned copy of ESI & EPF registration certificates.

9) An undertaking to the effect that no changes has been made in Tender documents issued.

b) **Price bid:**

The Schedule of Prices to be indicated in the respective columns shown in the e-Tendering Website (CPP) only.

7. OPENING AND EVALUATION:

- i) Technical bid will be opened as per e-tendering procedure on the schedule date and time i.e. **on 26/07/2024 at 1530hrs.** in the presence of such tenderers who wish to be present at the time of opening.
- ii) After opening the technical bid, Tenders containing the proof for Earnest Money Deposit EMD, Exemption under EMD, GST No., PAN NO. etc. and fulfilling other particulars related to pre-qualification criteria will be shortlisted as the per qualified tenderer.
- iii) The price bid submitted by the pre-qualified tenderers alone will be opened as per the e-tendering procedure on a subsequent date which will be intimated to the pre-qualified tenderers through mail or post. The decision of the Port Authority in pre -qualifying the eligible tenders will be final.
- iv) The terms of tender schedule, conditions of contract, etc. shall not be defaced or detached or detached from the documents.
- v) 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.

8. MINIMUM QUALIFICATION CRITERIA FOR PRE-QUALIFICATION:

The Tenderer shall meet all the following pre-qualifying criteria.

i) **Financial Status:**

Average annual turnover of the tenderer during last three financial years. (2020-21, 2021-22 and 2022-23) shall be at least ₹51,81,480 (30% of the estimated value of **₹1,72,71,600**) (along with Auditors Report duly notarized)

Note: For these criteria, the tenderer may fill up Form as per **Annexure- III.**

ii) **Past Experience:**

The tenderer shall have successfully completed the similar work during last seven years up to the proceeding completed month of the tender as given below: (please attach copies of the work orders and completion of certificate duly notarized)

- Three similar completed works each costing not less than **₹69,08,640** (40% of estimate cost)
(OR)
- Two similar completed work each costing not less than **₹86,35,800** (50% of estimate cost)
(OR)
- One similar completed work costing not less than **₹1,38,17,280** (80% of estimate cost)

Note:

1. For these criteria, the Tenderer may fill up Form as per **Annexure-IV**
2. 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.
3. **Similar work means**, Experience in similar types of work (i.e.) The firm must have experience in manning, operation and maintenance of Oil Spill Response Equipment.

(or)

The firm must have experience in manning, operation and maintenance of Hydraulic equipments and compressors and completed during the last seven years up to the proceeding completed month of the tender.

9. PERFORMANCE SECURITY:

1. The successful bidder shall deposit an amount equal to 5% of the accepted tender value as Performance Security in the form of irrevocable Bank Guarantee obtained from a Nationalised Bank or a Scheduled Bank having net-worth of above Rs.100 crores having its branch at Tuticorin and encashable at Tuticorin in the form as per specimen in the **Annexure- VI** of the Bid document shall be in compliance for a digital confirmation for the Bank Guarantee and the same shall be sent along with a letter from the Bank directly to the Port within 15 days from the date of issue of work order with a claim period of 90 days.
2. The successful bidder may also deposit the Performance Security amount through E-payment in lieu of Bank Guarantee to the account details mentioned at the **Clause no. 2 of Section II** under "Earnest Money Deposit" of the bid document. However, the Port may relax the above time limit of 15 days and may extend for further period of 6 (six) days in extraordinary circumstances based on the reasons furnished by the bidder. If the Performance Security is not deposited within the stipulated period as prescribed, the Work Order stands cancelled automatically and the Earnest Money Deposit will be forfeited.
3. In case the Port is obliged to make any recoveries on any account from the Performance Security of the Contractor either in part or full, shall be encashed by the Port and the Contractor shall be obliged to make good the Performance Security Deposit amount within a period of 10 (ten) days after the receipt of information in this regard, failing which the Contractor shall have to pay an interest of SBI base rate MCLR+ 2% per annum for the period of delay in making good the Performance Security Deposit.
4. The Performance Security should remain valid for a period of 90 (ninety) days beyond the date of completion of all contractual obligations of the Contractor including statutory obligations and will be refunded/discharged thereafter without any interest after adjusting any dues to the Port.
5. Performance Security may be furnished in the form of Insurance Surety, Bonds, Account Payee
6. 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.
7. 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 from any of the Commercial Banks having a branch in Tuticorin.

8. Performance Security shall not bear any interest.

10. SECURITY DEPOSIT

Security Deposit at 10% will be deducted from each running bill after adjusting the amount already deposited by the contractor as EMD subject to a maximum accumulation of 5% of the contract price. The amount being held in deposit as security for satisfactory completion of work and free from defects during the entire contract period. If during this contract period / extended contract period any defects are notified which in the opinion of the Deputy Conservator are due to bad material used and / or defective workmanship, the contractor's cost, such repairs as the Deputy Conservator considers necessary or in the event of contractor failing to do this within a notified time, the Deputy Conservator may arrange for such repairs to be carried out and deducted the cost of such rectification of the defects from the amount retained without prejudice to the recovery of any amount that may have been sent in excess of this deposit. For the purpose of this clause, the period of contract shall count from the date of Commencement of contract by the contractor. The amount as stated above will not bear any interest.

11. COMMENCEMENT OF CONTRACT:

The work should be commenced within 30 days from the date of issue of work order or the period agreed upon by the Port.

12. CONTRACT PERIOD:

The period of contract is five years from the date of commencement of work and extendable by two years at the discretion of the Port. The contractor should also carry out the maintenance works of the equipment for the extended period also if any.

13. SIGNING OF CONTRACT

The successful tenderer shall be required to execute an agreement in the proforma prescribed by the V.O. Chidambaranar Port Authority (**Annexure -VIII**) on Tamil Nadu Government State stamp paper of the required value within 15 days from the date of issue of 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 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.

14. 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 -IX from** the date of issue of the notice of acceptance of the work order.

15. FALL CLAUSE:

(a) The BIDDER undertakes that he has not performed/ he is not performing similar project at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar project was performed by the BIDDER in any other Ministry/Department of the Government of India

or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the 'BUYER/EMPLOYER', if the contract has already been concluded.

- (b) The Bidder undertakes that during the previous one year, the Bidder has not supplied I is not supplying and/or has not agreed to supply similar product systems or subsystems at a price lower than that offered in the present bid in respect of same location as mentioned in the present bid to any other Ministry/Department of the Government of India or PSU (**Annexure -XIV**).
- (c) Further the Bidder unconditionally agrees and confirms that in case it is found at any stage that during the financial year in which bid was submitted by the bidder, the bidder had supplied/agreed to supply similar product systems or subsystems in respect of same location to any other Ministry/Department of the Government of India or a PSU at a price lower than that mentioned in the present bid ("Lower Price"), then the Buyer by providing written notice to the Bidder shall be at liberty to apply Lower Price to the contract and accordingly reduce the contract value. The Bidder further undertakes to refund to the Buyer the difference between payment received under the contract and the Lower Price ("Price Difference") within 15 days of receipt of the said written notice.
- (d) In case the Price Difference is not received by the Buyer from the Bidder within the period stipulated under this clause the Buyer shall be free to recover the Price difference from any amount due and payable to the Bidder under any contract or transaction undertaken with the Buyer. "

16. TRANSFER OF BID DOCUMENTS:

Transfer of bid documents downloaded by one intending Bidder to another is not permissible.

17. ADDENDA / CORRIGENDA:

Addenda/Corrigenda, if any to the bid documents will be issued by the Port only in the E-tender portal and Port's website, prior to the date of opening of the tenders.

18. INCOMPLETE DETAILS AND CANVASSING:

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

19. HISTORY OF LITIGATION

A consistent history of litigation or arbitration awards against the applicant may result in disqualification.

20. SIGNING OF THE BID DOCUMENTS:

All pages of the bid documents and the documents submitted in support of the eligibility of the Bidder pre-qualifying in the tender to be uploaded by the Bidder, which shall be originally signed with date and seal at the lower right hand corner and shall be serially numbered, wherever required by the Bidder himself or a person holding power of attorney duly authorised and competent to do so on

behalf of the Bidder, as furnished in **Annexure- XII** of the bid document, before submission of the tender.

21. DECLARATION BY THE BIDDER:

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

22. BID SUBMISSION:

- i) Such of the registered bidders, who intend to bid, are required to download and print out the bid document along with its Annexures and fill up the same. A scanned copy of this filled up bid documents shall be submitted online through the above website using their respective user-id and password in order for their bid to be considered. The bidders shall also upload the scanned copies of the supporting documents.
- ii) The bid follows two cover system and bidders are required to submit technical bid and Price bid separately in electronically. Both shall be submitted simultaneously.
- iii) Both Technical bid (cover 1) and Price bid (cover -2) documents are required to be submitted only through the above-mentioned electronic mode and tender submitted through any other mode will be summarily rejected and no correspondence on such matter will be entertained for the reasons whatsoever.

23. OUTSTANDING DUES TO PORT:

The parties who have outstanding dues to be paid to the Port as on the date of publication of the NIT shall clear the same before submission of the bid, else they will not be allowed to take part in this tender and the online uploaded bid document in any way will not bind the Port to accept their participation in the subject tender.

UPLOADING OF BID DOCUMENTS:

- i) The Bidder shall on its own responsibility have to download and upload the bid document in the provided E-tender portal. The Bidder has to make his own arrangements to overcome the internet, electricity or other connectivity failures to complete the tender filling online at his own risk and cost and the Port will not be responsible for such failures or shall not be liable to extend or accept such delayed or incomplete tender, for reasons whatsoever.
- ii) The terms of the tender schedule, conditions of contractor any other documents attached to the bid document shall not be defaced or detached from it and the same has to be uploaded in whole as per the instructions provided in the bid document or in the E-tender portal or format for Tenders Acceptance letter is attached as **Annexure - XIII**.

24. QUOTING OF AMC CHARGES FOR PRICE BID:

- i) The bidder shall quote the AMC rate per month as specified in **Price bid (cover -2) of Section X**.
- ii) The AMC rate per month quoted shall be paid on the Minimum wages actually disbursed every month based on the deployed manpower, excluding ESI, EPF and Bonus.
- iii) Applicable taxes, if any payable, shall be reimbursed over and above the quoted rates on production of documentary evidence.

iv) The Bidder shall quote the rate in figures as well as in words in English. In case of any discrepancy between figures and words, the rate in words shall prevail.

25. BID OPENING:

The Techno-commercial Bid containing the techno-commercial documents listed in the Clause no.6 of section IV and any other documents uploaded by the Bidders will be opened through online on the scheduled date and time as indicated in the NIT, in the presence of such bidders and/or their authorised representatives, who wish to be present at the time of opening, at their own cost.

26. PAYMENTS

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

27. EXPENSES INCURED BY THE BIDDER

The Port shall not be responsible for any direct or indirect expenses incurred by the Bidders in preparing, submitting and/or personally attending at the time of opening the techno-commercial bid / price bid or at any other time.

28. COMMUNICATION FOR INFORMATION

Any further information regarding the subject tender may be obtained in writing from the undersigned.

Deputy Conservator
Marine Department,
V.O. Chidambaranar Port Authority, Tuticorin – 628 004, India.
Phone: 0461-2352313
Fax:0461-2352385
E-mail id: dc@vocport.gov.in
website: www.vocport.gov.in

SECTION-V

TECHNICAL SPECIFICATIONS

1. GENERAL GUIDELINES FOR THE TENDERERS

The Tools & materials to be used in the work shall be of the best quality to comply with the requirements stipulated in the specification and shall be suitably tropicalised and designed to withstand saline water / oily water use and atmosphere at site.

The tenderer may quote separately for any other items as extra which are not specifically brought out in the schedules but which in his opinion are necessary for their satisfactory working.

The oil jetty in North Breakwater of the Port, being constructed for loading /unloading of POL products NH3, LPG, and DNS products have been designed to handle tankers of sizes ranging from 20,000 DWT to 60,000 DWT. For containment and cleaning of oil spillage it has been proposed to provide for all containment booms in a combination of permanent and rapid deployment booms to be used in conjunction with each other.

The tenderer may visit the oil berth area to acquaint himself with the site condition.

The Technical specification of the existing OSRE System are as detailed below.

Sl. No.	Description	Unit	Total Quantity
1	Rapid Deployment Boom (20 meters each)	meters	500
2	Permanent Boom (25 meters each)	meters	100
3	Inflatable Boom (25 meters each)	Meters	500
4	Boom Storage Reel	Nos.	
	Boom Storage Reel for inflatable boom		
	Boom Storage Reel for Rapid boom		4
5	Skimmer (20 T per hour)	Nos.	4
6	Flex Barge (5 Tons)	Nos.	2
7	Tow Tank (2 Tons)	Nos.	1
8	Sorbent Boom Pack	Meters	200
9	Oil Absorbent Pad ((15" X 19") each)	Nos	1000
10	Portable Dispersant sprayer backpack type with hand lance	Nos	2
11	Tide slides	Sets	10
12	Mooring kits (Anchors)	Nos	10
13	Tow Bridle for towing deployment boom and 2 Ton Floating storage tank	Sets	4
14	Boom Fabric repair kit for both permanent and rapid deployment	Sets	1
15	Oil Spill Dispersant	Liters	1000

16	Spares for end connectors (2 sets for permanent boom 5 sets for rapid deployment boom)	Sets	1
17	Work Boat without Out Board engine	Nos.	1
18	Air pack for inflatable boom	Nos.	2
19	Storage container for inflatable boom	Nos.	2

2. BROAD TECHNICAL SPECIFICATIONS OF THE AVAILABLE OIL POLLUTION RESPONSE

1. EQUIPMENTS WITH THIS PORT

1) RAPID DEPLOYMENT BOOM

MAIN SPECIFICATIONS:

- i. Total Height : 600 mm (minimum)
- ii. Free board : 200 mm (minimum)
- iii. Draft : 400 mm (maximum)
- iv. Tensile strength : 4000kgs minimum
- v. Boom weight : 5 kg/m maximum
- vi. Section length : 25 metres maximum
- vii. Boom fabric : PVC /Polyurethane coated polyester resistant to hydrocarbons with UV and Marine growth inhibitor of weight minimum 1000gm/m²
- viii. Section connectors: ASTM standard of marine grade aluminium
- ix. Ballast type : Hot Dip Galvanized steel chain fixed to the Skirt
- x. Float : HDPE filled with PUF affixed on both (Sufficient numbers shall be provided)
- xi. Colour: Float : Black : Boom : Orange

OTHER SPECIFICATIONS: -

- i. The boom is suitable for rapid deployment.
- ii. The boom is light weight and resistant to abrasion.
- iii. The boom should not sink even after cover is severely damaged.
- iv. The boom is so designed that it floats vertically without twisting.
- v. The tenderer must secure the booms (tide slides, anchors, mooring kits vi. etc.) in place and minimum accessories required for the intended operation.
- vii. The boom provided with tow bridle for towing the boom.
- viii. The tow bridle and the boom shall be of sufficient strength to be towed at a speed of 5 knots

2) PERMANENT BOOM:

MAIN SPECIFICATIONS:

- i. Total height : 600 mm
- ii. Free board : 200 mm (minimum)
- iii. Draft : 400 mm (maximum)
- iv. Tensile strength : 16000 kgs (minimum)
- v. Boom weight : about 10 kg/m
- vi. Buoyancy to weight ratio : Minimum 7:1
- vii. Section Length : 25 metres (maximum)
- viii. Boom Fabric : PVC /Polyurethane coated polyester resistant to hydrocarbons with UV and marine growth inhibitor. Minimum Weight 3000 gm/m²)

- ix. Section connector : ASTM standard made of marine grade Aluminium
- x. Ballast type : Hot Dip Galvanized steel chain fixed to the skirt
- xi. Floats : HDPE filled with PUF affixed on both sides of the boom fabric (External) (Sufficient numbers shall be provided)
- xii. Colour : Floats: Black, Boom: Orange

OTHER SPECIFICATIONS: -

- i. The boom is suitable for long term, permanent installation.
- ii. The connectors of booms are compatible and conform to ASTM standards
- iii. The boom is so designed that it floats vertically without twisting.
- iv. The tenderer must take action for securing the booms (tide slides, anchors and mooring kits) in place and minimum accessories required for operation.
- v. The boom shall be provided with a tow bridle for towing the boom. (at least three in number). The tow bridle and the boom shall be of sufficient strength to be enabled to be towed at a speed of 3 knots.

3) BOOM STORAGE REEL:

Boom reels are made up of steel Hot dip Galvanised. Operation will be done through diesel hydro power pack. Boom storage Reel and Diesel Hydraulic Power Pack will allow for convenient and compact storage of boom as well as rapid deployment and recovery substantial length of boom quickly. Boom reel shall accommodate a minimum of 200m of boom. All metal parts are hot dip galvanised steel or stainless steel. Exceptions are parts such as bearing blocks, valve bodies, motors, etc. these parts will be protected with suitable paint. Power pack has the provision for both electric and manual start.

The power pack will deliver enough power and flow to the reel to realise atleast 1.3KN (or 300lbs.) pulling force at the outside rim and a fully controllable 0 to 11 pm rpm rotational speed.

Boom reel is equipped with suitable hydraulic motor and direct drive assembly.

4) TIDE SLIDE

The tide slides are suitable for above equipment / Purpose.

5) MOORING KITS

The Mooring Kits are suitable for above equipment / Purpose.

6) TOW BRIDLE

The Tow bridle for towing the boom is three in numbers. The tow bridle and the boom are designed with sufficient strength to tow at least at a speed of Five knots. Tow bridle is suitable for towing rapid deployment boom and 2T floating storage tank.

7) PORTABLE OIL SKIMMER

- i. The oil skimmer available is suitable for skimming various types of oil including
- ii. high viscous oil e.g. furnace oil, HSD etc. and with different viscosity and of
- iii. low capacity (1.5 cu. m/hour Et 20TPH) to avoid large portable storage devices.

- iv. The skimmer unit is enabled with integral power supply driven by 12 volts /24 volt DC battery or power pack which can be handled by one or two persons.
- v. The Unit is light to be portable from shore to the crafts.
- vi. It have a very low draft so as to enable it to be used in shallow water.
- vii. It have oil water recovery percentage not below 98%: 2% at 10 min thickness of the oil film.
- viii. Skimmers for its normal operation and provide highest efficiency.
- ix. Equipment includes sufficiently long discharge hose with quick couplings and electric control box with sufficiently long electric lead for remote operation.

8) TOW TANK -2 TONNE CAPACITY

a) Temporary storage:

The Tow Tank is capable for mooring at sea, or stored on vessels, shoreline or any other stable platform for temporary storage of oils and later collection and disposal.

b) Capacity:

The Tow Tank is of 2 Tonne capacity

c) Engineering

All components of the Tow tank are designed to meet with safe working loads during towing.

d) Material:

Heavy duty polyester reinforced PVC/Polyurethane fabric. Weight 3000 gm/m²

e) Visibility

To ensure high visibility, the tow tank has been predominately Coloured in International Orange

f) Aluminium Floation

Suitable floatation method for hydrodynamic performance to ensure stable towing in all conditions.

g) Shallow Draft

The tow tank has a shallow draft enabling access into tidal or shoaled areas.

h) Deployment should be rapid with no tools required.

i) Stable Towing Shape

The shape of the Tow Tank is such that it provides stability during towing, especially at higher speeds and in the presence of waves and currents.

j) Fittings: 2 Nos, - 50 mm (minimum) fill /discharge fittings with cam lock coupling and suction base.

- 1 No. vent fitting
- 1 No. Aluminium rear clamp bar with lifting connections
- 1 No. 3000 kg webbing Towing bridle with flotation buoy.
- 4 Nos. webbing grab handles.

9) OIL ABSORBENT PAD

This Port have about 1,000 pads of variable sizes (minimum 15" x 18", maximum 24" x 24") total area 600,000 sq. inch minimum thickness 7.00mm of highly efficient quality to absorb oil only.

10)PORTABLE DISPERSANT SPRAYER: -

- a) Type : Backpack
- b) Capacity : 15-20 ltrs
- c) Pressure : 100 psi minimum
- d) Weight when empty : 5 -10 kg
- e) Other accessories : Hand Lance, Hoses etc

11)BOOM FABRIC REPAIR KIT

- a) For permanent boom - 1 set
- b) For rapid deployment boom - 1 set

12)WORK BOAT

1) MAIN SPECIFICATION:

- a) Length :6m (approx)
- b) Breadth :2m (approx)
- c) Depth :1.5 m (approx)
- d) Capacity :5 person + 1 crew
- e) Boat weight with Equipment :750 kg (Max.)
- f) Engine : Outboard petrol 50 HP minimum
- g) Capacity of fuel tank :4 hours normal operation
- h) Speed with full complements :6 knots
- i) Colour : International orange
- j) GM :Comfortable

2) OTHER SPECIFICATIONS OF THE EXISTING WORKBOAT:

- a) The hull is made up of fibre reinforced plastic (fire retardant type used on ships lifeboats)
- b) A foam filled heavy duty fender is fitted around the boat.
- c) Buoyancy material is of polyurethane foam.
- d) All steel work are hot galvanized or stainless steel, all aluminium work to be of sea water resistant type.
- e) Protection covers have been provided at the bow (spray hood) for Equipment tank.
- f) Grab lines are fitted around the boat.
- g) Deck structure is designed with anti skid type, self bailing.
- h) Athwart ship benches have been placed for seating personnel and crew.
- i) Sufficient lengths of mooring ropes are provided for making fasten the boat and towing the boom floatation tank.
- j) High Density retro reflective tapes are affixed around the boat.
- k) Sufficient number of cleats (2 each at the bow a stern) are fitted on the boat.
- l) 1 no. towing post hook is fitted at the stern of 2Ton Bollard Pull capacity to enable towing of booms and floating storage tank
- m) A cradle on wheels for storing and transportation of the boat is provided.
- n) The boat is constructed as per IRS/LRS Rules and all the structures, drawings accessories are approved by IRS/LRS.

13)OIL SPILL DISPERSANT:

- a) OSD approved by N.I.O. Goa for use in both the concentrate Type -11 (dilute) and Type -III (neat) form
- b) The efficiency of dispersant when tested by NIO-Goa should have been minimum 60% in both the Type - III (neat) and Type -II (dilute)

14) SPARES FOR END CONNECTOR

- a) For permanent boom - 2 sets
- b) For rapid deployment boom - 5 sets

15) OPERATING CONDITION OF OIL SPILL BOOM & SKIMMER

Boom and skimmer should withstand following operating conditions

- a) Wave height : Maximum 0.6 metre average 0.3 metre
- b) Wind : up to 70 km/hr
- c) Tidal range : 1.2 mtr.
- d) Current velocity : 1 knot -maximum
- e) Nature of harbour Artificial : breakwater type
- f) Sea temperature : 27°C - 32°C

16) OIL SPILL DISPERSANT

Shall be evaluated and approved by NIO-GOA for use in both the concentrate Type - II (dilute) and Type - III (neat) form. A certificate by NIO-GOA to be submitted.

17) TRAINING SCHEME

The contractor shall provide training to Port officials at free of cost on the repair a maintenance and operation of the equipments if demanded by VOCPT. The Port will nominate officials to attend training. The contractor shall depute competent Engineer/ specialists to impart above training to the personnel nominated by the Port Authority. The contractor will make their own arrangements for the accommodation ashore of their engineers at their cost.

SECTION-VI

SCOPE OF WORK

1. PERIOD OF CONTRACT:

Manning, Operation and Maintenance of Oil spill Response Equipment for a period of five years and extendable by two years.

2. MANNING STRENGTH:

The Tenderer has to engage manning strength as detailed below for operation and maintenance of the Oil spill Response Equipment for a period of five years and extendable by two years.

Sl. No	Designation	Qualification	No. Of staff	Remarks
1	Manager	Any Degree or Diploma in Engineering	1 No.	General Shift
2	Serang	i) 8 th Standard Pass: ii) Possessing Master's Certificate under Inland Steam Vessels act 1917 (1 of 1917) or its equivalent. OR Possessing a Certificate of Competency as Serang granted under any Major Port Harbour Craft Rules or Port of New Tuticorin Harbour Craft Rules (General Educational qualification relaxable in the case of candidates otherwise well qualified)	3 Nos	1 No. per shift
3	Lascar	i) Must possess good physique and experience as Boatman/Seaman/Lascar/Engine Driver and ii) should know swimming in deep seawater iii) Should have passed Std. V	9 Nos.	3 Nos. per shift

Total 13 Nos.

NOTE:

1. Manning strength (1No. Serang & 3 Nos. Lascar per shift of 8hr.)
2. Hence necessary relievers shall be appointed.
3. Serang may be used in place of Lascar.

Tenderer's

Signature :

.....
Name :

.....
Address :

.....
Place :

.....
Date :

.....

3. SCOPE OF ACTIVITIES TO BE PERFORMED BY THE CONTRACTOR

The Contractor must perform the following works apart from providing necessary manpower as detailed in “required manning strength” covering the following system of maintenance: -

- a) Preventive maintenance
 - b) Support Services
 - c) Break down maintenance and
 - d) Operation of the equipment.
 - e) Operation of a workboat for operation.
- The firm must have experience in manning, operation and maintenance of Oil Spill Response Equipment.
(or)
 - The firm must have experience in manning, operation and maintenance of hydraulic equipment's and compressors.
- i. Responsibility: The contractor is responsible for maintaining the Port waters pollution-free from oil and take all immediate steps as per Oil Spill Contingency plan in the event of spill etc,
 - ii. The Contract involves the supply of Labour to carry out combating operation and upkeeping of all the pollution control equipments including booms / barriers and deployment and retrieval of booms/barriers and other OSR equipments. The contractor shall also carry out all the pollution control related works, Cyclone, Disaster management control and any other works assigned to them by the Deputy Conservator or his representative around the clock.
 - iii. The Contractor must carry out preventive maintenance of Oil spill Response Equipment as per the manufacturer's recommendation of all items and keep the system clean and tidy. The Contractor should ensure the system is in working condition and 98% availability of the system with the help of their group of technicians and skilled workers to be deployed by them during shifts when the equipment is not in use.
 - iv. Support services shall be provided by the contractor during the operation of the equipment. This assistance from the contractor must be available round the clock.
 - v. The actual requirement for spares shall be drawn up by the contractor well in advance to enable the Port to procure and keep it in stock. Break-down maintenance shall generally be attended by the contractor immediately after the occurrence of available spares. If the spares are not available at the Port account, the same shall have to be procured by the contractor with the approval of the Port and work must be completed. The amount towards the cost of spares at actual will be reimbursed by the Port to the contractor on receipt of documentary proof including the supplier's invoice etc., However, downtime due to this shall be considered as a penalty.
 - vi. The equipment must be operated by the Contractor as and when required and as directed by the Port Deputy Conservator or his authorized representatives viz. HM, AE(M) and AMO. All the metal parts of the equipment shall be painted

once during the contract and if required by the Port authority. Paints of the required grade are to be supplied by the Port at Port's cost.

- vii. Every month equipment availability and utility statements shall be prepared by the contractor, which shall be jointly signed by both the parties (Contractor, and V.O. Chidambaranar Port Authority). The statement shall contain details like breakdown time, if any etc.
- viii. The contractor shall ensure that the equipment is available for at least 98% of the total time of 24 hours per day and the availability shall be calculated each month.
- ix. All maintenance spares shall be provided by the Port at their cost.
- x. The contractor shall arrange insurance coverage & ESI coverage as per the Act for the workmen to be engaged by their contractor at their cost.

4. PERSONNEL

- 1. The contractor shall provide manpower as given under "Required Manning Strength".
- 2. The contractor shall get the biodata of the personnel engaged for the operation and maintenance of the equipment and get it approved by the Deputy Conservator prior to the placement.
- 3. Any change in manning must be done only with the approval of Deputy Conservator/Harbour Master or his authorized representatives.
- 4. The contractor shall employ minimum staff strength of 13 members as detailed under "Required Manning Strength" and ensure availability of at least four manpower consisting of one Serang and three Boatman in each shift and available round the clock basis for the operation of the equipment. Necessary reliever is to be appointed by the Contractor to ensure minimum staff strength at any moment of time.
- 5. The contractor shall provide suitable transport arrangements for mobilizing the personnel to the work spot from the places as required for the smooth execution of the contract.
- 6. The contractor shall ensure the safety of the personnel engaged by providing all personnel with protective equipment like helmets, safety shoes, nose masks, safety belts and Life Jacket etc. at contractor's cost.
- 7. The contractor shall be liable for all acts of omission or commission of the personnel deployed and also for all liabilities pertaining to their salaries, victuals, medical facilities, insurance coverage, coverage under ESI Act and any other requirement pertaining to personnel at the cost of the contractor.
- 8. The contractor shall comply with and shall ensure due compliance of all India Laws related to the deployment of labour.
- 9. If any claims or legal proceedings are filed against the equipment or the owner by virtue of legal proceedings arising because of the activities of the contractor in the equipment, the contractor shall immediately notify the owner and the contractor shall take immediate action, legal or otherwise, to free the equipment or owner from the claim, demand or lien thereupon placed. If the contractor fails to do so the owner defends the same at the expense of the contractor.
- 10. No cooking shall be permitted inside the work spot. No alcoholic drinks will be permitted inside the work spot and no personnel with alcoholic influence will be

- permitted to enter into the work spot. The contractor shall ensure that the personnel employed for this work do not smoke in the prohibited areas.
11. The contractor shall replace and or substitute any personnel found by the owner to be unsuitable/unsatisfactory for the smooth and efficient operation and maintenance of the OSRE System.
 12. The contractor shall pay the minimum wages to the personnel engaged by them as prescribed in the Minimum Wages Act. If the personnel are engaged for more than 8 hours, they should be compensated for the extra work. The contractor must take the insurance policy covering all type of risks of all employees engaged by them for this work.
 13. Uniform: - The personnel employed for the operation and maintenance of the equipment should be in proper uniform during their duty hours. The uniform shall be inclusive of safety shoes, a helmet, a nose mask etc. The uniform colour shall be finalized in consultation with Deputy Conservator.
 14. Entry permits to enter inside the Port premises will be issued on written request at free of cost.
 15. Tools and plants: All the tools and plants required for the work are to be brought by the contractor.
 16. On request of the Contractor, the Port may provide quarters, subject to availability and such other conditions that the Port may impose from time to time.

5. General:

1. In case of any dispute in the matter of spares or consumables or any other matter, the same shall be discussed and settled by mutual discussion between the Deputy Conservator, VOCPA, and the Contractor. In case of any breach of this contract agreement, the decision of the Chairman, V.O. Chidambaranar Port Authority shall be final.
2. The contractor shall obtain a necessary license if they engage 20 or more workers on any one day from the Assistant Labour Commissioner (Central) Tuticorin and shall adhere to all statutory requirements of labour department and Dock Safety Inspectorate as per regulations.
3. All safety precautions shall be strictly adhered to.
4. Customs clearance if any is required for taking the materials in/out of the Port shall be obtained by the contractor from the Customs Department.

6. Assistance to be provided by VOCPA.

- i. All consumables like Fuel, Lubricants, Grease, Cotton waste etc. shall be procured by VOCPA at Port's cost. These shall be made available by VOCPA as and when required. Actual requirements shall be drawn up by the Contractor well in advance to enable the Port to procure and keep in stock
- ii. Site-in-charge of the contractor (Manager) shall provide a periodical utilization report on these materials.
- iii. Water, electricity for repairs and maintenance, etc., shall be provided by VOCPA free of cost by providing a separate plug point for electricity and water tap connection / other means.
- iv. A site office with power supply and communications facilities limited to contract within the Port near the work spot shall be arranged by the Contractor at their cost.

- v. Photo identity cards shall be issued by VOCPA as per the policy decision taken by the Port.
- vi. The Port shall arrange and provide necessary fire clearance for the operation and maintenance of equipment round the clock.
- vii. The contractor shall be responsible for security of their Office, stores, personnel belongings etc,

7. THE CONTRACTOR SHALL ENSURE THE FOLLOWING:

- i. Total availability of the Oil Spill Response Equipment during the maintenance periods shall be 98% at an average per month.
- ii. Contractor has to employ No. of personnel as agreed in the tender during the currency of the agreement.
- iii. Contractor should ensure safe working and maintenance of equipments without causing any damage to the oil spill response Equipment.
- iv. Response time to commence the deployment/removal of boom shall not exceed 30 minutes

8. PENALTY

- a) The contractor shall ensure availability of oil spill response Equipment at 98% as stated above (average for each and every month). In case of any shortfall due to their account, an amount equal to shortfall in percentage worked out based on their monthly bill or part thereof shall be recovered from the contractor.

Formula for calculating penalty = $\frac{98\% - \text{Actual \%}}{98\%} \times \text{monthly mtc. Cost}$

- b) In the event of the contractor fails to employ at any time during the currency of this agreement the personnel as stated in the tender schedule the Port shall be entitled to deduct a sum of Rs. 500/- per shift per person or part thereof for the short deployment of personnel and additional 10% of the proportionate wages.
- c) If any damage is caused to the equipment, a committee constituted by the Deputy Conservator shall investigate the cause of damages. If the cause of damage ascertained is identified as due to the negligence or ignorance of any personnel engaged by the contractor, the total replacement/ repair cost including the spares used or the amount as decided by the Chairman shall be payable to the Port as penalty. The decision of the DC, V.O. Chidambaranar Port Authority is final and binding in this regard.
- d) If the contractor fails to response within 30 minutes it will be considered as failure of response on that day and an amount equal to 1/30 of the monthly bill will be deducted as penalty from their monthly bill or any amount due to the tenderer.
- e) If contractor is not able to rectify the fault then the same may be got done through some other agency at the risk and cost of contractor and amount will be deducted from AMC bill and penalty as stipulated above will also be imposed. The decision of the Deputy Conservator, V.O. Chidambaranar Port Authority is final and binding in this regard.

9. RECORD OF MAINTENANCE

A maintenance log shall be maintained in a format prescribed by the Engineer-in charge. Details of all maintenance and/or repairs carried out shall be duly entered in the log by the contractor and countersigned by the Engineer from time to time during inspection. After the completion of a calendar year, subject to satisfactory completion of the maintenance, Engineers shall issue a certificate to the effect that the contractor has completed all the maintenance stipulated in the tender. The tenderer shall clearly indicate any item which is not covered under the maintenance contract.

SECTION-VII
GENERAL CONDITIONS OF CONTRACT

1. DUTIES OF THE ENGINEER:

- i. THE ENGINEER shall see that the work is executed, commissioned and paid for, according to the conditions, specifications, etc., set forth in the contract.
- ii. The duties of the Engineer shall include such as checking over designs and drawings, supervision over the quality of materials and testing and examining materials to be used or workmanship employed in connection with the work etc. The Engineer shall, however, have no authority to relieve the contractor of any of his duties and obligations under the contract, or except as provided for in the contract, order any work involving delay in execution or any extra payment by the Board, or to make any variations in any items in the Cost Schedule of work or in the quantities or in unit rates.
- iii. Failure of the Engineer's representative to disapprove any work or materials shall not preclude the Engineer thereafter to disapprove such materials and work and to order the rectification of the same.
- iv. If the Contractor shall be dissatisfied with any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer in writing who shall take necessary decision and confirm it in writing thereafter and decision of the Engineer in this regard shall be final.

2. DUTIES OF ENGINEER'S REPRESENTATIVE:

The Engineer may from time-to-time delegate to his Representative any of the powers, discretion, functions and authorities vested in him and may at any time revoke any such delegation. Any such delegation shall specify the powers, discretion, functions and authorities thereby delegated and the person or persons to whom the same are delegated. No such delegations shall have effect until a copy thereof has been delivered to the Contractor. Any person to whom any such delegation is made shall be entitled to exercise the powers, discretion, functions and authorities so delegated to him as aforesaid.

3. VARIATIONS AND OMISSIONS:

If the Engineer shall make any such variation in any part of the works, such reasonable notice in writing shall be given to the Contractor as will enable him to make his arrangements accordingly and in case where work is already manufactured or in course of manufacture, or any matter done or drawings or patterns made that require to be altered a reasonable sum in respect thereof shall be allowed by the Engineer, with the prior approval of the Chairman. If in the opinion of the Contractor any such variation is likely to prevent or prejudice the Contractor, from, or in fulfilling any of his obligations under the Contract, he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not the same shall be carried out. If the Engineer confirms

his instructions in writing, the said obligations shall be modified to such an extent as may be justified. Until Deputy Conservator so confirms his instructions, they shall be deemed not to have been given.

4. REJECTIONS AND REPLACEMENTS:

All materials and workmanship used and employed in carrying out this contract shall be to the entire satisfaction of the Engineer. Any portion or portions of materials, or any of the works done under this contract which may be considered by the Engineer or to be defective or unsatisfactory or not in accordance with the said specifications, plans and the requirements of the work shall be rejected and be replaced in a manner satisfactory to the Engineer at the sole expense of the Contractor.

5. ROYALTIES ON PATENTED ARTICLES:

The Contractor shall pay all royalties and other sums of money which shall be or become due or payable in respect of any patented, registered or protected article or design which shall be used by him in completion of the work and shall at all times indemnify the Board and its officers and agents from all actions, suits, demands and claims in respect of the said royalties and other sums of money or any of them, and from all costs, charges, damages and expenses in any way arising there out or incidental thereto.

6. INDEMNITY AGAINST ACCIDENT AND DAMAGE:

Any accidents including death caused to the contractor or workers during course of execution of work or elsewhere will be taken care by the contractor(s) themselves and Port is in no way responsible for the same. The port is not responsible for any loss of life or damage or theft of materials. All the materials should be kept in the safe custody of the contractor.

The Contractor shall indemnify the Board, its officers and agents against any claims or actions arising from accidents or injuries to workmen or other persons or damages to property which may arise during the execution of this contract or from the breach of any laws and regulations prior to the commissioning of work.

7. CONTRACTOR TO INDEMNIFY THE BOARD AGAINST PENALTIES ETC

The Contractor shall indemnify the Board against all penalties, fines and payments whatsoever which the Board shall be legally required or compelled to pay or make by reason of the non-performance or non-observance of all or any of the engagements herein contained on the part of the Contractor other than failure to deliver the work within the time specified, and any time the Board shall be called upon to pay any sum or sums of money by way of penalty, fine for non-observance or non-performance by the Contractor of any of the covenants herein on his part contained or on account of any misfeasance or neglect on his part or liability of his incurring or which may arise in carrying out the work. The Contractor shall thereupon on demand repay the Board the full amount of all such penalties, fines and payment with all costs, charges, damages and expenses attending the settling and ascertaining the amount

thereof or of defending any suit or to other proceedings in respect thereof or the Board may at its opinion deduct the amount so repayable out of any moneys due or to become due to the contractor. The foregoing indemnity shall apply only to such penalties, fines and payments aforesaid if any as shall be incurred up to the commissioning and the acceptance by the Board as herein provided and the Contractor shall not be liable for any claim in respect of consequential damage incurred after such commissioning and acceptance by the Board.

8. DECISION OF THE CHAIRMAN TO BE FINAL:

The decision of the Chairman shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or any matter arising out of or relating to specifications, designs and drawings and instructions concerning the work or the execution of or failure to execute the same, arising during the course of the work and guarantee period. The above shall not be subject to arbitration, and in no case shall the work be stopped consequent on such a dispute arising and the work shall also continue to be carried out by the Contractor.

9. BOARD AND DEPUTY CONSERVATOR NOT TO BE PERSONALLY LIABLE:

Nothing in these presents shall be deemed to or shall impose any personal liability on the Board or the Deputy Conservator or the Engineer or their representatives acting on their behalf.

10. NOTICES:

Any notice or other documents of any description under this contract may be given or sent to the Contractor by leaving the same or sending the same to him by post at his works or last known place of business.

11. JURISDICTION:

The award of contract for "Manning, Operation and Maintenance of the Oil Spill Response Equipment for a period of five years and extendable by two years" at V.O. Chidambaranar Port Authority is subject to the jurisdiction of the local courts of Tuticorin (Tamil Nadu) and no Court other than local courts at Tuticorin (Tamil Nadu) will have jurisdiction regarding any matters concerning the contract.

12. 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.

13. INSPECTION OF SITE:

The tenderer is advised to visit the site before submitting their bids in order to ascertain the nature of work involved.

14. 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.

15. LABOUR:

The contract labourers / employees shall display their identity card while inside the Port area.

The contractor shall furnish the personal particulars of their labourers / employees. Also the contractor shall give an undertaking for the good conduct of their labourers / employees inside port area.

With the prior permission of Engineer / Officer in charge, The contractor may allow his labourers the government notified national and local festival holiday and also such closed holidays for the Port declared by the employer and also have due regard to local religious and social customs in respect of labourers employed by him.

16. 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 tenders will be scrutinized 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 owner shall be final in this regard.

17. COMPLIANCE WITH ESI ACT 1948:

- i. The contractor should adhere to the Employees State Insurance Act 1948 (34 of 1948)
- ii. The tender shall issued to the contractor only if the contractor has registered under ESI act 1948 and obtain separate ESI code
- iii. If the contractors fail to comply with the ESI act it is the duty of principle employer i.e. Port Authority to recover from the contractor's bill and make payment to ESI.

18. COMPLIANCE WITH EPF ACT:

- i. The contractor should adhere to EPF Act 1952.
- ii. The contractor has to comply with all provisions contained in EPF and MP Act 1952.
- iii. Rate quoted in BOQ (Price bid) shall not include EPF component. The claim for EPF component shall be admitted as per actual on submission of documentary proof of payment made to EPF authorities along with full details of manpower deploy and calculation of contribution.

19. REPORT:

- i. The contractor / his representative should report in every shift to the officer in charge or any other officer so indicated Et produces a book for taking instructions and should also get his work verified from the in charge or his representative carried out on previous shifts.

- ii. The shift personnel should inform immediately to the Engineer In charge in case of any breakdown/accident.
- iii. The contractor / his representative should approach the officer in charge/supervisor, if he needs any instructions, help or has any difficulty. Routine notice, instructions will be given by the officer in charge.
- iv. The contractor shall make sure that he or his authorized representative is necessarily available during working hours for receiving & implementing the instructions of the officer in charge.

20. GENERAL:

The scope of work and the schedule of preventive maintenance are indicative only and the same may vary in actuals. The contractor shall do the work as per actuals and the work force shall do the work as per instructions given by the Engineer-in-charge.

21. TENDERERS HAVE PENDING LITIGATIONS:

The tenderers shall submit information regarding any current litigation along with other particulars. The tenders from firms which have pending litigations against the Port shall be summarily rejected.

22. VALIDITY OF THE TENDER:

The tenderer shall hold the offer valid for a period of 120 days after the last date for receipt of the tender.

23. AWARD OF CONTRACT:

V.O. Chidambaranar Port Authority will ascertain itself that the tenderer can execute the contract satisfactory as per the technical standards set by V.O. Chidambaranar Port Authority.

The contract will be awarded to the successful tenderer whose tender is determined to be lowest and determined to be qualified to satisfactorily perform the contract. However, the employer does not bind himself to accept the lowest or any other tender and has the right to reject any or all tender without assigning any reason. No representation whatsoever will be entertained on this account.

24. DAMAGE:

Any damage is caused to Port equipments while carrying out the works should be attended by the tenderer at his own cost.

25. CONTRACT LABOUR ACT:

The contractor shall comply with all necessary rules and regulations of the contract labour (Regulation abolition) Act 1970 and 1971.

26. TRANSPORT:

The transport facilities for men will not be provided by the port.

27. SAFETY MEASURES:

Necessary safety measures are to be taken for the work by the contractor.

28. GENERAL:

The work is required to be done with high quality.

29. ENTRY INTO PORT:

Admission into the port is regulated by passes and the contractor shall make his own arrangements to get passes. The tenderer shall satisfy all the

requirements to obtain passes and the pass will be issued at Free of cost by the Port.

30. DISPUTES:

If any disputes or difference of any kind whatsoever arises, the decision of the Deputy Conservator shall be the final.

31. JOINT VENTURE / CONSORTIUM:

The Bidder may be a single entity or a group of entities (hereinafter referred to as Consortium), coming together for providing the Services. The term Bidder used hereinafter would therefore apply to both a single entity and a consortium.

Proposals submitted by a consortium shall furnish the following details:

- i. The proposal shall contain the details of each member of the consortium.
- ii. Lead Member shall be nominated as being in charge and this authorization shall be evidenced by submitting a power of attorney signed by duly authorized signatories of all the Consortium members. The Proposal shall be signed by the duly authorized signatory of the Lead member and shall be legally binding on all the members of the Consortium
- iii. All members of the Consortium shall be liable jointly and severally for the services to be provided during the Period of contract till the completion of the duties of selected bidder in accordance with the terms and conditions of this Tender. A copy of the undertaking to be submitted by bidder is annexed at **Annexure -XV.**
- iv. For the purpose of evaluating the qualification of consortium meeting the minimum eligibility criteria, Port will consider combined credentials of Joint venture members.
- v. Signed copy of memorandum of understanding between the members of consortium shall be submitted clearly indicating the responsibilities of each of the members of the consortium.
- vi. One of the members shall be nominated as being in charge, designated as 'Lead member', and this authorization shall be evidenced by a power of attorney signed by legally authorized signatories of all the members. (Power of attorney/s to be enclosed).
- vii. The lead member of the consortium shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the members of the Consortium and the entire execution of the assignment.
NOTE: Payments, as due, shall be released only in favour of 'Lead member' of the consortium.
- viii. All members of the Consortium shall be liable jointly and severally for the execution of the services in accordance with the terms and conditions stipulated in the Tender document. A declaration to this effect signed by authorized signatories of all the members.
- ix. In the event of default by any member in the execution of assignment or part thereof, the lead member will have the authority to assign the apportioned work to any other member acceptable to the Port so as to ensure satisfactory completion of the services.
- x. Power of attorney for authorized signatory be made.

- xi. In the event of default by any member in the execution of assignment or part thereof, the lead member will have the authority to assign the apportioned work to any other member acceptable to the Port so as to ensure satisfactory completion of the services.
- xii. Minimum holding of each partner / member should be 26%.
- xiii. 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.

SECTION-VIII
SPECIAL CONDITIONS OF CONTRACT

1. REQUIREMENTS IN THE TENDER:

Firms tendering must complete the Schedules appended which are necessary for the proper comparison of tenders AND WITHOUT WHICH TENDERS ARE LIABLE TO BE CONSIDERED DEFECTIVE.

2. SUPERVISION AND INSPECTION:

Tests and trials are to be carried out as specified in this document, under the inspection of the Deputy Conservator or the Engineer-in-charge or his representative. Advance notices are to be given to the Engineer-in-charge of all tests or trials which he is to inspect and certify upon at V.O. Chidambaranar Port.

3. COST OF TESTS AND TRIALS

The costs of all tests and trials of system and workmanship particularly mock drill inclusive of those required by the Engineer or Engineer's representative must be borne by the Port. Deputy Conservator shall have power to adopt any means he may think advisable in order to satisfy himself that the kinds and consistency of materials specified are actually used throughout the contract.

4. PAYMENT TERMS TOWARDS MANNING OPERATION AND MAINTENANCE:

- i. The contractor shall submit the invoice for the lump sum monthly fee covering the period of preceding month before the 5th of every month to the office of the Deputy Conservator /Marine Department duly certified by the in - charge of the Contractor.
- ii. The payment shall be made after the verification and certification from the port officials concerned within 30 days of receipt of the bill.
- iii. Taxes and duties, if any, shall be paid by the Port on production of documentary evidence and on proof for enrolling themselves under the laid coverage in Central Excise Department only.
- iv. Mode of payments will be monthly basis and payments to the contractor will be through e-payment. The contractor has to produce previous months ESI, PF contribution receipts and salary Acquaintance as per the Minimum Wages Act of the employees along with the bill for payment. This will be strictly adhered to before making payment.
- v. The contractor shall note that no interest is payable by the Employer for any delayed payments.

5. INCOME TAX

Income tax will be deducted at the rates as applicable from time to time. It is open to the contractor to make an application to the concerned Income Tax Authorities to obtain a certificate from them authorising the department to deduct income tax at such lower rate or deduct no tax as may be appropriate

to his case. Such certificate will be valid for the period specified therein unless it is cancelled by the Income Tax authorities earlier.

6. GST:

- i. The applicable GST claimed at the rates as applicable from time to time on submission of bills/ Invoices as prescribed under the Central Goods and Services Tax Act, 2017 and Central Goods and Services Tax (CGST) Rules, 2017 thereon. The GST shall be reimbursed by the Port once the GST claimed is reflected in GSTR-2A against the Port GSTIN.
- ii. TDS and GST TDS, any other Statutory deductions notified subsequently shall be governed as per the relevant provisions of the Income Tax Act, 1961 and GST Act/rules therein.
- iii. Similarly, the claim of GST at a later stage i.e. in the next financial year shall not be admitted by the Port after the expiry of the time limit has been fixed for availing Tax credit under the relevant laws.
- iv. For any correction in the 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.

7. CONTRACTOR TO ADHERE THE EMPLOYEES STATE INSURANCE ACT 1948, (34 of 1948):

The contractor those who are having separate ESI Code obtained under ESI Act, 1948 shall only eligible for participating in tender.

8. LIQUIDATED DAMAGES:

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be deemed to be the essence of the contract and shall be reckoned from the date of the work order. The work shall throughout the stipulated period of the contract be proceeded with all due diligence. If the contractor fails to commence the work within stipulated time ordered for each activity or such an extended time as may have been granted by the Board/ Deputy Conservator, the contractor shall pay to the employer (VOCPT) the sum stated as follows:

- i. 1% of contract value per week of delay subject to a maximum limit of 10% of the value of the contract as liquidated and ascertained damages for such default (and not as a penalty). The Engineer may without prejudice to any other method of recovery deduct the amount of such damages from any moneys due or which may become due to the contractor.
- ii. The payment or deduction of such damages shall not relieve the contractor from his obligations to complete the works or from any of his other obligations and liabilities under the contract.

9. RECOVERY OF LIQUIDATED DAMAGE

The amount against liquidated damage shall be recovered from the contractor at the time of payment of any of outstanding installments to contractor or adjusted against any payment due to contractor without prejudice to any of the other right/ remedies available to the Board under the terms of agreement.

10. DEFAULT OF CONTRACTOR

If the contractor makes any default or on the happenings of anyone or more of the following events that is to say:

- 1) If the contractor without reasonable cause abandons the contract or,
- 2) Suspends the carrying out of the works for 7 days after receiving written notice from the Engineer in charge without any lawful excuse or fails to make proper Progress with works for 7 days after receiving written notice from the Engineer or employ more men or
- 3) Fails to proceed regularly and diligently with the work or
- 4) Fails to remove materials from the site or pull down or substitute or repair any works for 7 days after receiving notice in writing by the Engineer-in-charge condemning or rejecting any materials or
- 5) Fails to give the Engineer- in charge proper facilities for inspection of the works or any part thereof with three days after receiving notice in writing issued by the Engineer- in charge demanding the same or
- 6) The contractor has become insolvent or
- 7) The contractor gone into liquidation or passed the resolution for winding up or
- 8) Upon the contractor making an arrangement with or assigning in favour of his creditor or
- 9) Upon his assigning this contract to a sub-contractor or
- 10) Upon an execution being levied upon the contractor's goods or
- 11) Upon winding up order being passed by the Court, or a Receiver or manager is appointed in respect of any of the property of the contractor or
- 12) Possession is taken by or on behalf of any holders of any debentures secured by floating charges of any of the property of the contractor or
- 13) Fails to complete all or any part of the works during the time specified for completion of the contractor or such extended time as may be granted by the Engineer- in charge or
- 14) On his omission or negligence or neglect or default or failure to comply with any of the conditions of the contract The Engineer- in charge may after giving notice by e-mail specifying the default or defaults at the address given by the contractor, and or on the contractor's failure or rectify or remedy such default for 14 days after receipt of such notice or shall at any time thereafter repeat such default, the Engineer- in charge may enter upon the site and the work and expel the contractor from there and may either themselves complete the work or employ any other contractor to complete the work and upon such entry the contract shall be determined save and except the rights and powers conferred upon

the Engineer- in charge may use the materials and the plants / machinery/ equipment lying on the site and belonging to the contractor for completion of the contractor. The value of the materials shall be determined jointly between the Engineer- in charge and the contractor, or by the Engineer alone if contractor declines to joint inspection. The contractor shall not dispute such valuation and the same will be binding upon the contractor.

15) No amount shall be due and payable to the contractor for the use of any plants/ machineries/ equipments in completion of the contract. In the event of the Engineer completing the work or employing any other contractor to complete the same the Engineer shall be entitled to recover from the contractor the amount expended by the Engineer and such loss or damage that they may have suffered as a result of the contractor's omission or negligence or neglect or default or failure to execute the works or to comply with any of the conditions herein contained and the Engineer shall recover the said amount from any amount that shall become due or thereafter become due to the contractor or from any amount lying with them or under their control.

11. TERMINATION OF CONTRACT:

If the Contractor makes any default as detailed in clause 10 of this section the contract is liable to be terminated and performance security / Security Deposit will be forfeited.

Section – IX
Annexures

Annexure -I

LETTER OF APPLICATION

Registered Business name :
Registered Business Address :
Telephone No. :
Telex :
Cable :
Fax :
To

The Deputy Conservator,
V.O. Chidambaranar Port Authority,
Tuticorin – 628004,
INDIA.

Sir,

1. We hereby apply to be bidder for the “Annual Maintenance contract for Manning, Operation and Maintenance of Oil Spill Response Equipment (OSRE) available in VOC Port Authority for a period of five years and extendable by two years.”
2. We authorize V.O. Chidambaranar Port Authority or its authorized representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this purpose, we hereby authorize any public official, engineer, bank depository, 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 out 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 mad 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 other tender without assigning any reasons.

Yours faithfully,

(Authorized representative of applicant)

Date:

Encl: 1.
2.

GENERAL INFORMATION

Company Name:

- | | | |
|----|----------------------------------|---|
| 1. | Head office address | : |
| | Telex No. | : |
| | Telephone No. | : |
| | Cable address | : |
| 2. | Regional Office address (if any) | : |
| | Telex No. | : |
| | Cable Address | : |
| 3. | Local Office address (if any) | : |
| | Telex No. | : |
| | Telephone No. | : |
| | Cable Address | : |

Country and Year Incorporated :

Main lines of business

- | | |
|----|--------|
| 1) | Since: |
| 2) | Since: |
| 3) | Since: |
| 4) | Since: |
| 5) | Since: |

*Attach copy of certificate of registration and Port hip

Signature

Seal

FINANCIAL STATUS

Summary of yearly turnover on the basis of the audited balance sheet for the last three financial years (2020- 2021, 2021-2022, 2022-2023)

Sl. No.	Financial year	Total turnover
1	2020-2021	
2	2021- 2022	
3	2022- 2023	

Note: Attach certified copies of the audited financial statements attested by Notary Public.

Signature of Contractor

Seal

PAST EXPERIENCE

Experience in similar types of works (i.e) supply, erection, testing & commissioning and / or manning, operation & maintenance of oil spill response equipment completed during the last seven years up to the proceeding completed month of the tender as **mentioned in Clause 8(ii) of Section IV.**

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

Copies of work order with completion certificate / performance certificate attested by notary public should be attached as documentary proof.

LIST OF ALL ON-GOING CONTRACTS

Name of scheduled work	Value	Name of owner	Value of work still to be completed	Date of contract

Total value

=====

Signature
Seal

SPECIMEN BANK GUARANTEE FORM FOR EMD

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated. To be executed on ₹100/- non-judicial Stamp Paper] _____

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: The Management Committee of VOCPA, Thoothukudi

Date: _____

TENDER GUARANTEE No.: _____

We have been informed that [name of the Tenderer] (hereinafter called "the Tenderer") has

submitted to you its Tender dated (hereinafter called "the Tender") for the execution of [name of contract] under Invitation for Tenders No. [number]. Furthermore, we understand that, according to your conditions, Tenders must be supported by an Earnest Money Deposit (EMD).

At the request of the Tenderer, we [name of Bank] hereby irrevocably undertake to pay you

any sum or sums not exceeding in total an amount of [amount in figures] (amount in words) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

(a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Bid/Tender; or

(b) having been notified of the acceptance of its Tender by the Employer/ Board during the period of Tender validity, (i) fails or refuses to execute the Agreement, if required, or (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Bidders/Tenderers.

Notwithstanding anything to the contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be attained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly

This guarantee will expire unless other wise extended or informed by the Employer/ Board:

(a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract

signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer;

or

(b) if the Tenderer is not the successful Tenderer, upon the earlier of

(i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer;

or

(ii) twenty-eight days after the expiration of the Tenderer's Tender validity or any extended period thereof.;

"Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed ₹ _____ (Rupees _____ only);

b) This Bank Guarantee shall be valid upto _____; and

c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee)."

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date _____

[signature(s)]

[Authorisation letter from the issuing bank that the signatory of this BG is authorised to do so-should also be enclosed]

**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 2024

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 of2024 (Two thousand.....) between the Board of the Port of V.O.Chidambaranar, a body corporate under Major Port Authorities Act,2021 (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 'CONTRACTOR' which expression shall, unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or successors in office on the other part.

WHEREAS the Board of the Port of V.O. Chidambaranar is desirous of as per terms of reference.

WHEREAS the CONTRACTOR has offered to execute, complete and maintain such work 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. 5% of the Contract value) **as per clause 9 of Section IV.**

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 of the contract hereinafter referred to.

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

1. Tender Notice
2. Instruction to Tenderers
3. General Conditions
4. Scope of work
5. Annexures
6. Schedule of price
7. Work order, etc.

The Contractor hereby covenants with Board of V.O. Chidambaranar Port Authority to execute, complete and maintain the work in conformity in all respects with the provision of the agreement.

The Board of V.O. Chidambaranar Port Authority hereby covenant to pay the Contractor in consideration of such to execute, complete and maintain the work a the total value of Rs..... (Rupees..... only) which includes all taxes, duties, etc. as leviable on date in consideration in the Manner prescribed by the Contract. The Board shall pay to the contractor 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)

PROFORMA OF INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the _____ (month and year) between, on one hand, the President of India, acting through Shri _____, [designation of the officer], V.O.Chidambaranar Port Authority, Government of India (hereinafter called the "PORT", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the PORT proposes to execute the work "Annual Maintenance contract for Manning, Operation and Maintenance of Oil Spill Response Equipment (OSRE) available in VOC Port Authority for a period of five years and extendable by two years". and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a Private Company / public company / Government undertaking/ Partnership / Register export agency, constituted in accordance with the relevant law in the matter and the PORT is a Ministry of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE,

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

Enabling the PORT to obtain the desired said work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in

order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PORT will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the PORT

1.1. The PORT undertakes that no official of the PORT, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2. The PORT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3. All the officials of the PORT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PORT with full and verifiable facts and the same is prima facie found to be correct by the PORT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PORT and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PORT the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any

pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Port, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PORT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4. BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.

3.5. The BIDDER further confirms and declares to the PORT that the BIDDER is the original manufacturer / integrator / authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PORT or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PORT or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the PORT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PORT, or alternatively, if any relative of an officer of the PORT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PORT.

4. Previous Transgression

4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1. While submitting a commercial bid, the BIDDER shall deposit an amount ₹. _____/- (to be specified in RFP) as Earnest Money / Security Deposite, with the Port through any of the following instruments:

(i) Bank Draft or a pay order in favour of _____

(ii) A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to the PORT on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PORT shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP)

5.2. Earnest Money (Security Deposit) shall be valid up to a period of Two years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PORT, including warranty period, whichever is later.

5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PORT to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4. No interest shall be payable by the PORT to the BIDDER on Earnest Money (Security Deposit) for the period of its currency.

6. Sanctions for Violations

6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PORT to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) Earnest Money (Security Deposit) (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PORT and the PORT shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the PORT, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the PORT in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PORT, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PORT resulting from such cancellation/rescission and the PORT shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the PORT.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PORT with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the PORT to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2. The PORT will be entitled to take all or any of the actions mentioned at para 6.1

(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an

offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.

6.3. The decision of the PORT to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub system was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PORT, if the contract has already been concluded.

8. Independent Monitors

8.1. The PORT has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. The Independent External Monitors appointed by Port are as follows:

1. Shri Trivikram Nath Tiwari, ILS Rtd,
301-B, Block – 3B, HIG DDA Flats,
Rani Jhansi Road, DDA complex,
Moti Khan,
New Delhi-110055
Phone No.9871788277
e-mail i.d _trivikramnt@yahoo.co.in

2. Shri. Hernanprit Singh,
12, Bevedre Road,
Alipore, Kolkata-700027
hermanprit@gmail.com

8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the PORT.

8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PORT including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7. The PORT will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8. The Monitor will submit a written report to the designated Authority of the Port / Secretary, in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PORT / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PORT.

11. Other Legal Actions

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

12. Validity

12.1. The validity of this Integrity Pact shall be from the date of its signing and extend upto 2 years or the complete execution of the contract to the satisfaction of both the PORT and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on ____

PORT
Name of the Officer.
Designation
V.O. Chidambaranar Port Authority
Tuticorin

BIDDER
CHIEF EXECUTIVE OFFICER

Witness
1. _____
2. _____

Witness
1. _____
2. _____

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

POWER OF ATTORNEY FOR SIGNING THE DOCUMENT

Know all men by these presents, We.....
(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the "-----" proposed or being developed by the V.O.Chidambaranar Port Authority (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bid Agreement and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to arising out of our bid for the said Contract and/ or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2024.

For

.....

(Signature, name, designation and address)

Witnesses:

- 1. (Notarised)
- 2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- a) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- b) For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.

NOTICE INVITING E-TENDER FOR THE WORK “ANNUAL MAINTENANCE CONTRACT FOR MANNING, OPERATION AND MAINTENANCE OF OIL SPILL RESPONSE EQUIPMENT (OSRE) AVAILABLE IN VOC PORT AUTHORITY FOR A PERIOD OF FIVE YEARS AND EXTENDABLE BY TWO YEARS”.

TENDER ACCEPTANCE AND DECLARATION ON LITIGATION AND BLACKLISTING

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

To

Sir,

Subject: _____

Tender Reference No: _____ for “Annual Maintenance contract for Manning, Operation and Maintenance of Oil Spill Response Equipment (OSRE) available in VOC Port Authority for a period of five years and extendable by two years”.

WE DECLARE THAT:

1. I/We have not been involved in any litigation for the past five years that may have an impact of affecting or compromising the delivery of service as required under this tender.
2. Information regarding any litigation and arbitration against the Port during the past five years prior to the date of publication of NIT, the parties concerned and disputed amount is as given below

1. _____
2. _____

3. I/We am / are not blacklisted or debarred in the last three years from providing service by any Central / State Government / Autonomous bodies / PSEs / PSUs /Nationalised Banks / Public Limited or Private Limited Companies, etc., in India.
4. I/We have downloaded / obtained the tender document(s) for the above mentioned Tender / work from the website(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
5. 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.

6. 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.
7. I / We hereby certify that there is no deviation from the Tender conditions either technical or commercial or tender enquiry.
8. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
9. 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)

Witness with signature

1) Name & Address

2) Name & Address

Issues

1. The shift

LETTER OF UNDERTAKING UNDER FALL CLAUSE

(To be given on Company Letter Head)

(To meet the requirement as per Clause 15 of Section IV of the Tender Document)

Registered business name :
Registered business address :
Telephone :
Fax :
E-Mail :

To

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

Sub: "Annual Maintenance contract for Manning, Operation and Maintenance of Oil Spill Response Equipment (OSRE) available in VOC Port Authority for a period of five years and extendable by two years"- reg.

Ref: -----
Sir,

1. We hereby apply to be bidder for the "Supply of 55 Manpower in the cadre of Firefighter for Port Fire Service at VOCPA on contractual basis for a period of two years".
2. We authorize V.O. Chidambaranar Port Authority or its authorize representatives to provide a written notice to our firm as mentioned above at full liberty to apply lower price to the contract and accordingly reduce the contract value as per the fall clause mentioned in **Clause 15 of Section IV**.
3. The TENDERER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems was supplied by the TENDERER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the TENDERER to the CORPORATION, if the contract has already been concluded.

Yours Faithfully.

(Signature of the Bidder with Official Seal)

FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER

(IN CASE OF CONSORTIUM / JOINT VENTURE)

Know all men by these presents that We, _____, _____
_____, _____ and _____
(hereinafter collectively referred to as “the Consortium/joint venture”) hereby appoint and authorise _____ Ltd as our attorney.

Whereas the V.O.Chidambaranar Port Authority (V.O.CHIDAMBARANAR PORT AUTHORITY) (hereinafter referred to as “the Employer”) has invited applications from interested parties for _____ (hereinafter referred to as “the Contract”).

Whereas the members of the Consortium/joint venture are interested in bidding for this assignment in accordance with the terms and conditions of this Tender along with its amendments, addendum and related documents.

And whereas it is necessary for the members of the Consortium/joint venture to appoint and authorize one of them to do all acts, deeds and things in connection with the aforesaid Contract.

We hereby nominate and authorize _____ as our constituted attorney in our name and on our behalf to do or execute all or any of the acts or things in connection with making an application to the _____ V.O.CHIDAMBARANAR PORT AUTHORITY , to follow up with the V.O.CHIDAMBARANAR PORT AUTHORITY and thereafter to do all acts, deeds and things on our behalf until culmination of the process of bidding and thereafter till the license agreement is entered into with the successful bidder.

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

All the members of this consortium will be jointly and severally liable for execution of this assignment in all respects.

In Witness hereof we have signed this deed on this the _____ day of _____

For and on behalf of _____

For and on behalf of _____

For and on behalf of _____

Section-X
Price bid (Cover -2)

Validate

Print

Help

Item Rate BoQ

Tender Inviting Authority: Deputy Conservator							
Name of Work: Annual Maintenance contract for Manning, Operation and Maintenance of Oil Spill Response Equipment (OSRE) available in VOC Port Authority for a period of five years and extendable by two years							
Contract No: MAR/TECH/OSRE(AMC)/2024							
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 #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR	BASIC RATE PER MONTH In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	12	13	53	55
1	Rate for Annual Maintenance contract for Manning, Operation and Maintenance of Oil Spill Response Equipment (OSRE) available in VOC Port Authority (exclusive taxes).	60	month	INR		0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only					