

V.O. CHIDAMBARANAR PORT AUTHORITY

MARINE DEPARTMENT E-TENDERING



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V.O.C Port Authority

E-Tender document for

Outsourcing of Marine Technical Works for a period of 3 years in the Marine Department.

TENDER NOTICE NO: MAR/TECH/MTW(OUCO)/2024

Estimated Amount	₹39,60,000
E.M.D	₹79,200

Deputy Conservator,
Marine Department,
V.O. Chidambaranar Port Authority,
Tuticorin – 628004.
Phone: 0461-2352313
Fax:0461-2352385
E-mail id: dc@vocport.gov.in

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IMPORTANT INSTRUCTIONS TO THE BIDDERS FOR THE E-SUBMISSION OF THE BIDS ONLINE THROUGH CENTRAL PUBLIC PROCUREMENT PORTAL

This is an **E-Tender** event of VOCPA. You are requested to read the terms & conditions of this tender before submitting your online tender. BIDDERS who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1	Bidder should do Online Enrolment in the Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal.
2	Bidder then logs into the portal giving user id / password chosen during enrollment.
3	The e-token that is registered should be used by the bidder and should not be misused by others. The bidder participating in the tender shall upload the tender to the CPP website. If the tender is uploaded by any other firm, the tender shall be rejected summarily.
4	DSC (Digital Signature Certificates) once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5	The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6	After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
7	The BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8	If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online on http://eprocure.gov.in/eprocure/app or https://www.vocport.gov.in/ . Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats.
9	Bidder should arrange for EMD as specified in the tender. The proof of payments made towards EMD to be submitted along with technical bid.
10	The bidder should read the terms and conditions and accepts the same to proceed further to submit the bids.
11	The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
12	There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and the size of file gets reduced. This will help in quick uploading even at very low bandwidth speeds.

13	It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that, he/she completes the Bid Submission Process. Bids, which are not frozen, are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
14	The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
15	The bidder has to upload the Technical bid in full shape in CPP Website only. The documents uploaded in CPP website should be legible, otherwise it will be treated as invalid document. The PRICE BID HAS TO BE UPLOADED IN CPP WEBSITE ONLY in the respective event and NO HARD COPY FOR PRICE BID WILL BE ACCEPTED.
16	At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no., date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
17	After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
18	Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
19	The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
20	The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
21	The bidders are requested to submit the bids through online e-Procurement system to the Tender Inviting Authority (TIA) well before the bid submission end date and time (as per Server System Clock).
22	EMD shall be submitted with the Technical BID. BID submitted without fees, as mentioned above will not be considered for evaluation and shall be rejected summarily.
23	The EMD of un-successful Bidders shall be refunded only after the contract has been awarded to the successful Bidder. No interest shall be paid on the EMD. The EMD of successful Bidder will be released/ refunded upon the Bidder's accepting the award & signing the Agreement and furnishing the Contract Performance Security/Bank Guarantee. No interest shall be paid on the EMD.
24	If the successful bidder fails to sign the AGREEMENT within the stipulated time, the contract shall be cancelled and EMD shall be forfeited as per Clause

	No. 8 of GCC.
25	The bidder/Tenderer/contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.
26	The GST applicable shall be paid extra as applicable.
27	While imposing penalty GST shall be collected.
28	A. Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder can witness opening of bid. B. Price bid will be opened electronically of only those bidder(s) whose Techno-Commercial Bid is found to be Techno-Commercially acceptable by VOCPA. Such bidder(s) will be intimated date of opening of Price bid, through valid email confirmed by them.
29	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
30	No deviation to the technical and commercial terms & conditions are allowed. All entries made in respective Annexures are final and cannot altered.
31	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
32	A. Please note that there is no provision to take out the list of parties downloading the tender document from the website mentioned in NIT. As such, BIDDERS are requested to see the website once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties. B. No separate intimation in respect of corrigendum to this NIT (if any) will be sent to BIDDER (s) who have downloaded the documents from website. Please see websites of https://www.vocport.gov.in/NewTenders.aspx or https://etenders.gov.in/eprocure/app
33	<u>PRE-BID QUERIES</u> i. Upload their questions/queries in the CPP Website https://etenders.gov.in/eprocure/app . ii. They shall submit the same queries uploaded in CPP website in writing to The Dy. Conservator, Marine Department, VOCPA, well in advance through e-mail dc@vocport.gov.in so that the queries can be attended to. iii. Prebid meeting will be held in the chamber of Deputy Conservator, Marine Department Administrative Building, VOCPA, Tuticorin on 09/07/2024 at 1530 hours with the representatives of the firms who wish to attend the meeting. iv. The pre-bid queries will be received up to 08/07/2024 at 1530 hours. Pre-bid queries will not be entertained after the cutoff date & time. v. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be published in VOCPA and CPP websites. Non submission of pre-bid queries will not be a cause for disqualification of a Bidder.
34	VOCPA has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
35	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website. www.eprocure.gov.in/eprocure/app of CPP Portal.

36	The BIDDERS must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
37	The bid will be evaluated based on the filled-in Technical & commercial formats.
38	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, tender liable to be rejected.
39	<u>Nodal Officer:</u> The Harbour Master, Marine Department, VOCPA, Thoothukudi-628004. Email id ✉: hm@vocport.gov.in , ☎: 0461- 2352423, 2372601
40	BOQ format available in “ BOQ ” Section of CPP website.

NOTICE INVITING TENDER (NIT)

**V.O. CHIDAMBARANAR PORT AUTHORITY
(MARINE DEPARTMENT)
TENDER NOTICE NO: MAR/TECH/MTW(OUCO)/2024**

To

The interested experienced and reputed Bidders, Electronic Tenders (**Two bid 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 “**Outsourcing of Marine Technical Works for a period of 3 years in the Marine Department**”.

Details of Estimated cost, EMD and Schedule of Tender (SoT) for participation in this tender are given below:

1	TENDER No.	<u>MAR/TECH/MTW(OUCO)/2024</u>
2	MODE OF TENDER	e-Tender System (Online – Two Cover System) <u>www.eprocure.gov.in/eprocure/app</u>
3	Estimated cost of tender	₹39,60,000
4	Earnest Money Deposit (EMD) as per Clause No. 2.6 (a) of ITB	₹79,200
5	Date of NIT available to parties to download	01/11/2024 @1630hrs
6	Date of Starting of online Pre-bid queries	01/11/2024 @1630hrs
7	Date of Closing of online Pre-bid queries	07/11/2024 @1530hrs
8	Prebid meeting	08/11/2024 @ 1530hrs
9	Date of Starting of e-Tender for submission Bid online at <u>www.eprocure.gov.in/eprocure/app</u>	01/11/2024 @1630hrs
10	Date of closing of e-Tender for submission of bid.	21/11/2024 @1530hrs
11	Date & Time of opening of Technical Bid.	22/11/2024 @1130hrs
12	Work Contract period	3 years from the date of commencement of work.
13	Validity of Tender	90 days from the date of opening of Technical bids

Note: 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
VOC Port Authority**

Minimum Qualification Criteria of the Bidders (MQC):

1	AVERAGE ANNUAL TURNOVER						
	Average Annual Financial Turnover during the last three years ending 31st March 2023 , should be at least ₹11,88,000						
	Bidders have to submit the following:						
a	Audited Financial Statements for the last three financial years [2020-21, 2021-22 and 2022-23] i.e. balance sheets, profit and loss statements, duly sealed and signed by Chartered Accountant .						
b	Average Annual Financial Turnover during the last three financial years [2020-21, 2021-22 and 2022-23], duly certified by the Chartered Accountant along with UDIN No. to be submitted.						
2	<p>The BIDDER shall have SUCCESSFULLY COMPLETED Similar Works in India DIRECTLY in Port Sector (Govt.) / Central Govt. / State Govt. / PSUs / during last 7 (SEVEN) years ending on last day of month previous to the one in which tenders are invited, should be either of the following:</p> <table border="1"> <tr> <td>One similar completed work costing not less than (OR)</td> <td align="center">₹31,68,000 excluding GST</td> </tr> <tr> <td>Two similar completed works each costing not less than (OR)</td> <td align="center">₹19,80,000 excluding GST</td> </tr> <tr> <td>Three similar completed works each costing not less than</td> <td align="center">₹15,84,000 excluding GST</td> </tr> </table> <p>Bidder should have GST registration and copy of same to be submitted.</p> <p>"Similar Work" means "Supply of Advisor / Technical Assistant / Manpower for office/Technical works"</p> <p>The BIDDERS shall enclose the self-certified copy of supporting documents, if not, originals to fulfill the eligibility criteria for Minimum Qualification Criteria viz. Work Order/Agreement copies for similar works, SATISFACTORY WORK COMPLETION CERTIFICATES from client's letter head (Not in bidder's letter head) indicating contract period and Total contract executed value exclusive of GST.</p> <p>ONGONG CONTRACTS: Completed portion of ongoing contract will be considered till last day of the month previous to the one in which tenders are invited. The Bidder shall submit a SATISFACTORY WORK PROGRESS CERTIFICATE for the completed period of contract from its client stating the executed value of contract. The executed value of contract shall be exclusive of GST.</p>	One similar completed work costing not less than (OR)	₹31,68,000 excluding GST	Two similar completed works each costing not less than (OR)	₹19,80,000 excluding GST	Three similar completed works each costing not less than	₹15,84,000 excluding GST
One similar completed work costing not less than (OR)	₹31,68,000 excluding GST						
Two similar completed works each costing not less than (OR)	₹19,80,000 excluding GST						
Three similar completed works each costing not less than	₹15,84,000 excluding GST						

In case of MSE bidders the prior experience in terms of monetary value in Manpower tender shall be as follows:

- i) For 1 work instead of 80% of estimated value, it shall be 20% of 80% **₹6,33,600** i.e., 16% of the estimated value.
- ii) For 2 works instead of 50% of estimated value, it shall be 20% of 50% **₹3,96,000** i.e., 10% of the estimated value.
- iii) For 3 works instead of 40% of estimated value, it shall be 20% of 40% **₹3,16,800** i.e., 8% of the estimated value.

INSTRUCTIONS TO BIDDERS (ITB)

2.1 e-Tenders in **Two Cover system** are invited from the reputed, bonafide, resourceful & experienced firms for the work of “**Outsourcing of Marine Technical Works for a period of 3 years in the Marine Department**”.

2.2 **TENDER SUBMISSION:**

a) **Technical Bid** shall contain the following:

Technical Bid shall contain all the documents as per **clause 2.16 of ITB**. The proof of payments made towards **EMD** (receipt of NEFT / RTGS) to be submitted along with technical bid.

If the bidder is submitting EMD in the form of Bank Guarantee / Insurance Surety Bonds / Account Payee Demand Draft / Banker’s Cheque, then the **original document (hard copy)** for the same shall be submitted prior to cut off date and time of **Technical Bid opening**.

b) **Price Bid** shall contain only the **Price schedule** in the prescribed form given in this Tender Document. **Price Bid only through ONLINE**. Any condition imposed in the Price Bid shall make the Tender liable for out-right rejection. **Technical Bid should not contain Price Bid. “Disclosure / indication of Price in the Technical Bid shall render the tender disqualified and rejected.**

2.3 **LAST DATE FOR SUBMISSION OF TENDER:**

The last day for submission of tender is **22/11/2024 @1130hrs** VOCPA may at its sole discretion reserves the right to extend the date for receipt of tender.

2.4 **AUTHORITY IN SIGNING TENDER DOCUMENTS**

- i The tender, if submitted on behalf of a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid “**Power of Attorney**” from other partners or all the partners constituting the firm. Each partner shall be fully responsible for any non-compliance of Terms and conditions.
- ii In case of a Company, the Tender Document along-with Pre-bid Clarifications, Corrigendum, Addendums etc. should be signed by a person holding a valid “**Power of Attorney**” as per **Annexure 6** or **firm’s Power of Attorney** executed in his favour in accordance with the constitution of the Company.
- iii The **Proprietorship firm** need not submit “**Power of Attorney**” however, firm has to submit the **Declaration** as per **Annexure-8**.

2.5 **BIDDER TO INFORM HIMSELF FULLY**

- i The BIDDER is expected to examine carefully the contents of all the documents provided like Instructions to the BIDDERS, General Conditions of Contract, Scope of work and Specifications etc. Failure to comply with the requirements of the tender will be at the BIDDERS own risk. The BIDDER to ensure to make a complete and careful examination of requirements and other information set out in the tender

document.

The BIDDER shall be deemed to have, visited the site and surroundings and have obtained all necessary information in all the matters whatsoever that might influence while carrying out the Works as per the conditions of the tender and to satisfy himself to sufficiency of his tender etc.

- ii The BIDDER is advised to acquaint himself with the job involved at the site, like communication facilities, laws and bye laws in force from Government of Tamilnadu and Govt. of India;, and other Statutory bodies, VOCPA Rules and Regulations as well as CISF regulation for the issue of passes and collect all information that may be necessary for preparing and submitting the tender and entering into contract with VOCPA.
- iii BIDDER shall bear all costs associated with the preparation and submission of his tender and VOCPA will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
- iv The BIDDER and/or his representatives will be granted permits to visit the site for the purpose of inspection, on receipt of a formal written request. The BIDDER will be fully responsible for any injury (whether fatal or otherwise) to himself or his representatives for any loss or damage to property or for any other loss, damage, costs and expenses whatsoever caused which but for the granting of such permission would not have arisen.

2.6 EARNEST MONEY DEPOSIT (EMD)

- a The tender shall be accompanied by Earnest Money Deposit of **₹79,200** 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.**

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.

- b EMD in the form of Bank Guarantee (as per Form -3) of shall have a validity period of **03 months** and claim period of **03 months**.
- c 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.
- d 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 tender **Clause 15 of GCC**.
e In the event of forfeiting the EMD, GST as applicable shall be collected.

2.7 ACCEPTANCE OF TENDER:

VOCPA reserves the right to accept or reject all or any tender without assigning any reasons and does not bind themselves to accept the lowest offer.

2.8 TENDER VALIDITY:

The tender shall remain valid for acceptance for a period of **90 days** from the last date of opening of Technical bids. VOCPA reserves their right to extend the last date of submission of bids. The request and the response, there to, shall be made in writing by post or email. However, if any BIDDER agrees to extend the validity of his Tender, he shall not be permitted to modify his tender. Incase extension of validity of tender if required, it shall be done by mutual consent of VOCPA.

2.9 AMENDMENTS

- i At any time, prior to the last date for submission of tenders, VOCPA reserves the right to amend and modify the tender document by issuing Addendum/Corrigendum which shall be uploaded in the CPP and VOCPA Websites.
- ii The Addenda/Corrigenda so issued shall form part of the tender document and shall be binding upon the BIDDERS. VOCPA may at their discretion, extend the last date for submission of the tender, to enable the BIDDERS to have reasonable time to submit their tender after taking into consideration such amendments, which shall also be uploaded to the Websites. **The BIDDER shall acknowledge receipt of such Addenda/Corrigenda and submit the same along with his Tender duly signed and sealed in all pages.**

2.10 ERRORS IN THE TENDER DOCUMENT:

- i Tender shall be prepared, signed and submitted only by that Firm/Corporation in whose name the tender documents have been issued. The tender shall be typed or written in indelible ink and all pages of the tender shall be signed.
- ii The BIDDER shall submit complete tender and the same shall be without alterations, interlineations or erasure except those to accord that instructions issued by the VOCPA or as may be necessary to correct errors made by the BIDDERS. Person or persons signing the tender shall initial all such cancellations, alterations or amendments. If any discrepancy found in figures and words in the Price Schedule the rate quoted in words shall supersede the figures. In the event of any difference between the unit rate and the total amount stated therein, the unit rate should be reckoned as the correct one.

2.11 LANGUAGE OF TENDER :

The Tender submitted by the BIDDER and all correspondence and documents relating to the Tender exchanged by the BIDDER and the VOCPA shall be written in the **English language**. Any printed literature, other than English language, shall be accompanied by an English translation, in which case, for purpose of interpretation of the tender, the English translation shall govern.

2.12 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:

No offer shall be modified, substituted or withdrawn by the BIDDER after the closing time on due date. Withdrawal of a proposal during the interval between closing time on proposed due date and expiry of the proposal validity period would result in cancellation of bid.

2.13 CURRENCY:

Prices shall be quoted in **Indian Rupees only** and all payments will be made in **Indian Rupees**.

2.14 CONTRACT WORK

The work to be carried out (hereinafter referred to as "the Contract Works") and the Price for the same (hereinafter called "the Contract Price") shall include the Work described in the Tender Documents with particular reference to the specifications, schedules, etc. annexed hereto.

2.15 CONTRACT PRICE

The BIDDER shall fill up the Price Schedules against Bill of Quantities as detailed in **Annexure 11**. Prices quoted by the BIDDER shall be firm, fixed and valid till completion of the Contract and will not be subject to variation on any account.

2.16 TECHNICAL BID

The Technical Bid shall be submitted with the following documents duly sealed and signed in all pages.

1	Earnest Money Deposit (EMD): a) The tender shall be accompanied by Earnest Money Deposit of ₹79,200 through NEFT / RTGS / Bank Guarantee / Insurance Surety Bonds / Account Payee Demand Draft / Banker's Cheque, which is stipulated in the tender. The tender not accompanied with EMD shall be treated as invalid and rejected summarily. In case bidder claims exemption of EMD as Micro and Small Enterprises (MSE), the bidder shall submit 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.
2	Tender Document along-with Pre-bid Clarifications, Corrigendum,

	Addendums if any, to be submitted duly initialed on each page with company's seal as token of acceptance of Tender Conditions & Specifications as per Clause No.2.4 of ITB.
3	Power of Attorney as per Annexure 6 or Firm's Power of Attorney to be submitted. The Proprietorship firm need not submit " Power of Attorney " however, firm has to submit the Declaration as per Annexure 8 .
4	Audited Financial Statements for the last three financial years [2020-21, 2021-22 and 2022-23] i.e. balance sheets, profit and loss statements, duly sealed and signed by Chartered Accountant . Average Annual Financial Turnover is calculated as follows: Annual Turnover of 2020-21 = A Annual Turnover of 2021-22 = B Annual Turnover of 2022-23 = C Average Annual Turnover = $\frac{A+B+C}{3}$ Average Annual Financial Turnover during the last three financial years [2020-21, 2021-22 and 2022-23], duly certified by the Chartered Accountant along with UDIN No. to be submitted.
5	Experience on similar works as per Clause 2 of MQC executed during the last Seven years ending on last day of month previous to the one in which tenders are invited.
	a The document (Work Order / Agreement) submitted shall clearly indicate the Contract Period .
	b Satisfactory Work Completion Certificate from client's letter head (Not in bidder's letter head) shall clearly indicate the Contract Period and total executed contract value excluding GST .
6	TDS Certificate towards the proof of payment received from the clients to be submitted. However, TDS Certificate is not mandatory for contracts executed with the Govt. / PSU / Major Ports.
7	GST Registration certificate. The tender not accompanied with GST Registration certificate is liable to be rejected.
8	PAN Card Copy
9	Income Tax Returns of last three financial years [2020-21, 2021-22 and 2022-23]
10	Bidder Information form (Annexure -1).
11	Minimum Qualification Criteria of BIDDERS (Annexure -2) to be typed in Bidder's Letter Head.
12	Undertaking for not altering Tender Document along-with Pre-bid Clarifications, Corrigendum, Addendums (Annexure -3)
13	Bankers Details (Annexure -4)
14	Covering letter in firm's letter head. (Annexure -5)
15	Information regarding Debarred (Annexure -7) Bidder shall give declaration in Annexure-7 for not having been debarred or de-listed by any government, semi-government agency or PSUs.
16	The bidder has to upload the Technical Bid (Full Shape) and the Price Bid in CPP Website only in the respective event and NO

	HARD COPY FOR PRICE BID WILL BE ACCEPTED.
17	<p>1) Technical offer with counter condition shall be liable for rejection and disqualification.</p> <p>2) All Annexure to be neatly typed in firm's letter head and submitted.</p>

2.17 Techno-commercial Pre-Bid Enquiries / Clarification

If any Clarification on Techno-commercial aspects, same may be forwarded to Deputy Conservator, VOCPA. The queries/clarification received from the BIDDERS would be discussed and the response of the VOCPA shall be communicated to the BIDDERS through **CPP** and **Port websites**.

2.18 TENDER OPENING AND EVALUATION

i OPENING OF TECHNICAL BID:

Technical bids of the Tender, received up to closing time on stipulated date, shall be opened as per SOT.

ii SCRUTINY AND EVALUATION OF THE TENDERS:

- a) In the first instance the documents submitted with the Technical Bid will be scrutinized to ascertain whether the BIDDER fulfils the requirements as stipulated in the tender document.
- b) To assist in the scrutiny, evaluation and comparison of tenders, the Port Authority may ask BIDDER individually for clarifications. Request for clarification and response thereto shall be in writing or through fax or E-mail followed by post or through speed post. No change in Price or substance of the tender shall be sought, offered or permitted nor is the BIDDER permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.
- c) The Technical Bids shall be thereafter scrutinized for responsiveness. For this purpose, a tender shall be treated as substantially responsive which meets with all the requirements of the tender documents and is without any deviations. The BIDDER who does not fulfil the tender requirements shall not be considered for further evaluation.
- d) After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any BIDDER to influence the Port Authority in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the BIDDER's bid.
- e) Any modification of the Tender Document, which may become necessary, before opening of the Technical Bid, shall be made through the issue of an Addendum. This Addendum, so issued, shall be communicated to all the participating BIDDERS. This Addendum shall form part of the Tender Document and shall remain binding on all the BIDDERS and the same shall be submitted (duly signed and stamped on each pages as token of acceptance) by them, within the stipulated date of submission or extended due date of submission, if any.

2.19 OPENING OF PRICE BID:

- a. Technical Proposals considered to be non-conforming, not substantially compliant and not fulfilling the requirements of the Tender Documents, shall be rejected by the Employer and the BIDDER shall not subsequently be permitted to make any changes or corrections to, or withdrawals of the non-conforming deviation or reservation.
- b. Tenders, which are found to be in conformity with Tender requirement, shall be considered for opening of Price Bid.
- c. The BIDDERS found to be qualified and responsive shall be informed about the date and time of opening of their Price Bids. On the stipulated date and time the Price Bids of such BIDDERS shall be opened.

2.20 DISQUALIFICATION

Even if an applicant meets the eligibility criteria and MQC, he shall be subject to disqualification if he is found to have:

- i. made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;
- ii. Records of poor performance during the last five years, as on the date of application, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on. The rescission of a contract of venture JV on account of reasons other than non-performance, such as the most experienced partner (major partner) of JV pulling out;
- iii. On account of currency of debarment by any Government agency.

2.21 FALSE INFORMATION

The Bid will be summarily rejected & disqualified and bidder shall be debarred for a period of up to three (3) years from participating for tenders at VOCPA, duly informing the MSE authorities as applicable, if:

- a) Any of the documents furnished by the bidder is found to be wrong / false **during scrutiny** ; and/or
- b) Any of the documents furnished by the bidder is found to be wrong / false **during the contract period**, contract will be terminated and performance security will be forfeited.

2.22 RESPONSIVENESS

The bidder has to submit the following documents, failing which the Bid will be treated invalid and rejected summarily. Bidder shall not have any claim on this account later on.

1. EMD details (or) MSME/NSIC Certificate as per Clause No. 2.16 (1) of ITB.
2. GST Registration Certificate.

GENERAL CONDITIONS OF CONTRACT (GCC)

1 DEFINITIONS

In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- a) "**Employer**" means VOCPA, incorporated under Society Act, having its Office at Thoothukudi, Tamilnadu State.
- b) "**Bidder/Contractor/Operator**" means the person or persons, firm, corporation or company whose tender has been accepted by the VOCPA and includes the Bidder's servants, agents and workers, personal representatives, successors and permitted assigns.
- c) "**Contract**" means and includes Tender Documents, Instructions to BIDDERS, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Work Order and the Contract Agreement.
- d) "**Contract Price**" means the total sum of money to be paid by the VOCPA to the bidder on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment.
- e) "**Specifications**" means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Employer.
- f) The "**Site**" shall mean the area of working place.
- g) "**Approved**" or "**Approval**" shall mean approval in writing.
- h) "**Month**" shall mean English Calendar Month.
- i) "**SOT**": Schedule of Tender

2 COMMENCEMENT OF CONTRACT

The successful bidder shall commence the work within **30 days** from the date of **issue of the Work Order**.

3 CONTRACT PERIOD

The contract period is for **THREE (3) years** from the date of commencement of the contract.

4 TERMINATION FOR DEFAULT / DEBARMENT

- a) The VOCPA may, without any prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the contract in whole or in part:
 - i. If the Bidder fails to commence the contract within the period as specified in the contract or any extension granted by the VOCPA.
 - ii. If the Bidder fails to perform any other obligation under the contract and does not cure after receipt of a notice of default, its failure within the time specified by the VOCPA in the notice. The notice of default shall specify

the nature of default as well as the time within which the default has to be cured by the Bidder.

- iii. The Bidder shall be debarred if he has been convicted of an offence
 - 1) Under the prevention of corruption Act, 1988 or
 - 2) The Indian Penal code or any other Law for the time being enforced, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
 - 3) If the Bidder has breached the code of Integrity.
- b) In case of termination of contract for default by the Bidder, the bidder shall be banned for a period of up to **3 years** to participate in any of the future tender of VOCPA.
- c) "The contract may be terminated by VOCPA by giving written notice to the bidder, at least **30 days** in advance and bidder shall not have right of any claim on VOCPA on account of such termination, if they don't comply the above conditions **Clause No.4 a) and b)**"
- d) If bidder is found debarred or de-listed from any government, semi-government agency or PSUs **during scrutiny of bids**, their bid is liable to be rejected.
- e) If bidder is found debarred or de-listed from any government, semi-government agency or PSUs **during the contract period**, their contract will be terminated by giving **30 days** of advance notice and their Performance Bank Guarantee shall be forfeited. The bidders shall also be debarred from participating in future bids for a minimum period of **3 years**.

5 FORCE MAJEURE

- (A) In this clause "Force Majeure" means and exceptional event or circumstances,
- a) which is beyond party's (Employer or Contractor) control
 - b) which such party could not reasonably have provided against before entering into the contract
 - c) which, having arisen, such party could not reasonably have avoided or overcome
 - d) which is not substantially attributable to the other party

Force Majeure may include, but it is not limited to, exceptional events or circumstances of the kind listed below, so long as condition (a) to (d) above are satisfied.

- Natural catastrophic such as Earthquake, Tsunamis, hurricane, Typhoon, tempest etc.
- War hostilities (whether war to be declared or not), invasion, act of foreign enemies.
- Rebellion, Terrorism, Revolution, insurrection, military or usurped power or civil war.
- Riot, commotion, disorder, strike or Lockout by persons other than contractor's personnel and other employees are the contractor or sub contractor.
- Munitions of War, explosive materials, ionizing radiations or contaminations by radioactivity, except as maybe attributable to the contractor's use of such munitions, explosive, radiation or radioactivity

The failure of the party to fulfill any of its obligations hereunder shall not be

considered to be a breach of, default under the contract in so far as such inability arises from any event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out terms and conditions of the contract.

(B) Measures to be taken:

- A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with a minimum delay.
- A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in every event not later than 14 days following the occurrence of such events, providing evidence of the nature and cause of such event, and shall similarly give notice of the Restoration of the normal conditions as soon as possible.
- The parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

6 CONDUCT

The Bidder, at all times during the tenure of contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the neighborhood of the works. *The bidder shall not give, charter or otherwise dispose of to any person or persons any arms or ammunition or any kind or permit or offer the same as aforesaid.*

7 WORK ORDER

The Deputy Conservator, VOCPA will arrange for issue of Work Order intimating the successful bidder about the proposed acceptance of tender.

8 CONTRACT AGREEMENT

The successful bidder will be required to execute an Agreement at his expense on **₹100/-** Non-Judiciary Stamp Paper in the proper departmental format (**Form -1**) for the due and proper fulfillment of the contract within **07 days** from the date of issue of Work Order.

The contractor shall make **07 copies of the Agreement booklet** with your original Technical bids and submit to the employer within **07 days** after signing of Agreement by the **EMPLOYER** and **CONTRACTOR**.

If the successful bidder fails to sign the agreement within 28 days from the date of issue of Work Order, the contract shall be terminated and EMD / Performance Security will be forfeited.

9 ARBITRATION

In case of any dispute arises out of this agreement, the contractor may refer the dispute for settlement through '**conciliation and settlement guidelines**' issued by IPA time to time. In case contractor fails to arrive any settlement as mentioned above, the contractor may refer the following arbitration clause.

Disputes if any between VOCPA and the contractor during the currency of the contract or after the completion of the contract or abandonment thereof shall be settled in accordance with Indian Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules made there under and

for the time being in force shall apply to arbitration proceedings under this contract. The disputes so raised shall be referred to a panel of two or three arbitrators, of which one to be appointed by the VOCPA and other by the contractor. The arbitration proceeding shall take place in Thoothukudi or at VOCPA, Thoothukudi only and the same shall be under jurisdiction of Court of Thoothukudi.

10 LANGUAGE

The language in which the Contract documents shall be drawn up shall be in English.

- 11** The bidder should also note that they should employ the staff of **Indian Nationals only** and comply with the provisions of Applicable Acts and other relevant Rules.

12 TAX

The rate quoted by the Bidder is exclusive of GST. Applicable GST to be shown separately in Tax Invoice and same will be reimbursed. All the GST returns needs to be filled within time limit. The contractor shall file the applicable returns with Tax Department in time and submit the same as documentary evidence. Input Tax credit lost if any due to non-filing of returns will be recovered from contractor.

After the last date of bid submission date, other than GST if any new taxes, levies, duties imposed by the Govt. is applicable to this contract, same shall be reimbursed by the employer on production of documentary evidence.

13 E PAYMENT

The option of e-payment is available to the Bidder. The bidders are required to furnish the following information as per the enclosed format (**Annexure -4**) for opting e-payment.

14 BRIBES

The offer of bribes or other inducement to any person with a view to influence the placing of the contract will result in the unconditional rejection of the tender.

15 PERFORMANCE SECURITY

15.1 Performance Security shall be **10 % of Total Contract value + 18% GST** and should be submitted in the form of Insurance Surety Bonds or Account Payee Demand Draft from a Commercial Bank or Bank Guarantee from a Commercial Bank or payment online in an acceptable form. Performance Security shall be submitted prior to commencement of contract. Bank Guarantee as per Format given in **Form -2** with a validity of **One year** and claim period of **3 months**. However, the **Bank Guarantee will have to be extended every year till completion of contract** with a claim period of **3 months**. Contractor has to renew the BG well in advance to avoid penalty / encashment. **The BG with a validity of Three (03) years** and claim period of **3 months** can also be submitted.

15.2 Penalty @ **0.25% on the value of Performance Security + GST** shall be levied per week for each week or part thereof on delayed submission of BG.

15.3 Penalty @ **0.25% on the value of Performance Security + GST** shall

be levied per week for each week or part thereof for non-renewal of BG before completion of 12 months. If the BG is not renewed within **75 days** after completion of 12 months, action would be initiated for encashment of BG.

- 15.4 Failure of the successful bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award of work.
- 15.5 **“Performance Security”** shall be released after satisfactory completion of contract.
- 15.6 In case non availability of Bank Guarantee in time, the contractor can also deposit the Performance Guarantee amount in VOCPA Bank account to avoid penalty. This amount will be refunded after submission of Bank Guarantee.
- 16** The contractor or his staff **shall not indulge** in smuggling or illegal activities, give barter or otherwise dispose off to any person or persons, any arms or ammunition of any kind or VOCPA property or permit or offer the same as aforesaid.
- 17** In case the VOCPA receives complaints of indiscipline, refusal to carry out the orders of proper authority or indulging in illegal activities, the concerned personnel shall be replaced within 24 hrs.

18 PAYMENTS

- a) **The monthly bill in complete shape** i.e. copy of Attendance Register, documentary proof like Bank statement for salary paid to the staff through bank etc. are to be submitted to the office of the VOCPA and payment will be made within 30 days from the date of submission of bill.
- b) The bill / Invoice should clearly indicate the contractor's PAN, GST Registration Number etc.
The invoice should contain the following information:
Name of the customer: **VOC PORT AUTHORITY**
GSTIN of customer: **33AAALT0206D1ZP**
- c) GST will be paid extra as applicable.
- d) Taxes such as INCOME TAX etc. as applicable will be deducted from the contractor's bill.
- e) No interest on account of delayed payments.
- f) Any claim for interest will not be entertained by the VOCPA with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on the part of the VOCPA in making payment.
- g) **Payment will be made only in INDIAN RUPEES.**
- h) Contractor shall deposit the wages to his employee's Bank account on or before 7th of every month. **The wages are fixed for the staff throughout the contract period as per Clause No.40 of GCC.**
- i) **GST:**
- a) 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.

- b) 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.
- c) 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.
- d) 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.

19 PRICES

The bidder should make sure that their offer is firm and without any condition which will have any financial implication.

20 DEVIATION

The BIDDERS shall not offer and/or submit any counter conditions. Tenders containing counter conditions shall be rejected.

21 ALTERATION

Any alteration, omission or cancellation made to the tender must be authenticated by the Bidder's signature.

22 ALTERNATIVE/CONDITIONAL TENDER

In the event any bidder offers any alternative proposal in this tender and/or incorporate any condition, the tender shall be considered as non-responsive and rejected.

- 23** The staff shall be deemed to be under the control and supervision of the bidder for all legal purposes and the charterer (VOCPA) is not liable for settlement of any claim or compensation or for any acts or omissions of those staff.

24 ASSIGNMENT AND SUBLETTING

The bidder shall not assign lease or sublet this contract or the benefit hereof or any part thereof or any money payable here under or sublet the services to be rendered as aforesaid or any part thereof to any other person, firm or company. Contradictory action to this condition shall render the contract liable for termination and the Performance Bank Guarantee (Security Deposit) shall be forfeited.

25 MOBILIZATION & DEMOBILIZATION

The contractor shall bear all expenses for mobilization /de-mobilization.

26 SCOPE OF WORK

The scope of work include

The contractor shall engage the following staff for Outsourcing of Marine Technical Works for a period of 3 years in the Marine Department:

Sl. No.	Staff Details	Qty
1	Advisor	1 No.
2	Technical Assistant - 1	1 No.
3	Technical Assistant - 2	1 No.
Total		3 Nos.

The scope of work for the staffs deployed by the contactor are as follows:

- 1) Technical supervision.
- 2) Ensure sustainable marine operations.
- 3) Overseeing marine related technical works from initial planning execution and monitoring up to completion which shall include:
 - i. Preparing Note file for administrative approval for Departmental Estimate.
 - ii. Preparing Tender Documents incorporating CVC guidelines.
 - iii. Preparing Note file for Tender Document
 - iv. Assisting for Uploading of Tender document / NIT in CPP website and VOCPA website.
 - v. Preparing pre-bid clarifications and Note file for the same.
 - vi. Assisting for Uploading of pre-bid clarifications / Corrigendum in CPP website and VOCPA website.
 - vii. Assisting for Downloading of Technical bids in CPP portal.
 - viii. Preparing Technical bids comparative statement, Minutes and Note file.
 - ix. Assisting for Uploading of Technical bids minutes in CPP portal.
 - x. Assisting for Downloading of Price bids from CPP portal.
 - xi. Preparing Price bids comparative statement, Minutes and Note file.
 - xii. Preparing Work Order
 - xiii. Supervising technical aspects of marine operations.
 - xiv. Ensuring statutory compliance of industry standards and regulations which may include environmental, safety and operational guidelines.
 - xv. Regular maintenance and Breakdown maintenance and repair works of Navigational channel marker Buoys and Leading Lights.
 - xvi. Any other works entrusted by the Deputy Conservator or Harbour Master.
- 4) If any problems are noticed, the same will be communicated to the contract for corrective action. The defects mentioned in the inspection report are to be rectified by the contractor immediately.
- 5) The contractor shall maintain the Attendance Register for the staff. The staff engaged under the contract will be taken through electronic attendance (Biometric / face recognition system) if Port Authority insists.
- 6) The contractor and his personnel should maintain good liaison and cordial relations with the staff of VOCPA.

Working Hours: 8 hours depends upon the nature of duty for Advisor, Technical Assistant-1, Technical Assistant-2. All Sundays are holidays.

However, the staff should attend duty as instructed by Dy. Conservator incase of any urgent requirement to complete the task within the stipulated time period.

27 CONTRACTOR'S WORKING AREA

The contractor will be sole responsible for issue of identity cards for the deployment manpower. And admission into the Port is regulated by RFID entry pass and the contract shall make his own arrangement to get the passes. The contractor shall satisfy all the requirements to obtain the RFID passes and the RFID pass will be issued at free of cost.

1. The staff will be provided office room and other facilities i.e. computers, stationery etc. by the Port for carrying out tender related works.
2. The staff will be provided necessary details for preparing tender document, Note file etc. by the respective section Engineers / Officers.
3. For Technical Assistant-2 Navigational Section stores will be allotted and other tools tackles, equipment etc. will be provided by the respective section Engineers / Officers to carry out routine maintenance, breakdown maintenance work of navigational Aids.

The staff will not be permitted to use dongle for operating CPP portal. The dongle will be used by the Port Engineer only.

The contractor, shall except when authorized by the Port, confine his men and materials in the site of which he is given possession. The contractor shall not use any part of the site for purpose not connected with works.

The Contractor must ensure proper attendance and proper weekly off of the manpower deployed. The Contractor shall be fully responsible for providing weekly off to the manpower deployed. The manpower deployed on essential services can avail three national holidays and five festival holidays in a year.

The manpower deployed shall report on time and if late an allowance of 10 minutes will only be allowed up to three occasions in a month, failing which, for every two-day so if late coming, half a day's wages will be deducted.

Usage of mobile phone by the manpower deployed during working hours is strictly prohibited and if found using, appropriated action, as deemed fit, shall be taken by the concerned Head of Department.

The contractor will be permitted to use the Toilet facilities provided in the Port.

28 ADDRESS: GST address will be considered for all future correspondence as per Annexure-4.

29 No accommodation / transport facility will be provided by the VOCPA to the staff. If required VOCPA shall provide residential facilities to the contractor or his employees during contract period on payment basis based on the availability as per VOCPA rules.

30 The contractor shall ensure cleanliness and security of Port property.

31 The Management of VOCPA has the absolute right to inspect the work

premises at any time. Any abnormal condition observed in the cleanliness and breach of security due to casual approach of Security person on duty will be viewed seriously and shall be rectified by the Contractor immediately as directed by the Port representative.

32 The contractor shall be accountable for all losses occurring to the Port during the contract period due to negligence.

33 The contractor shall take utmost care and precautions as regards fire accident while carrying out the work. The contractor shall also ensure that his personnel deployed for the work strictly adhere to the instructions given by the Port representative from time to time.

34 PAYMENT DEDUCTION FOR ABSENT OF STAFF

The contractor shall engage the personnel as per the Manning roster during the contract period. If any personnel in a particular category is absent in any of the shifts, the contractor shall engage a substitute from the same category, else the concerned category personnel shall be treated as absent and necessary deductions (pro-rata basis on wages) shall be made from the contractor's monthly bill. However, the absence of staff shouldn't cause disruption with the vital tasks of nature.

35 If the performance of the contractor found to be not satisfactory, VOCPA shall give in writing by giving 30days notice period for improving the performance. In the event of continual unsatisfactory performance or noncompliance with any of the provisions of this contract, VOCPA reserves the right to cancel the contract and forfeit the Performance Security.

36 The bidder shall give an undertaking that he will abide by the terms and conditions of the contract and employ required number of eligible personnel within the stipulated period mentioned in the work order, failing which penalty shall be imposed as per **Clause No. 44** of GCC.

37 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, Insurance coverage, statutory default or any action due to non-fulfillment of the statutory obligations towards E.P.F., E.S.I. etc if applicable.

38 The contractor shall maintain all the Records/Registers as required under Central and State Contract Labour (Regulation & Abolition) Act. The Contractor shall allow inspection of the wage records etc., to the EIC or his representative.

39 EPF & ESI are not applicable as the staff are officers

40 PAYMENT OF WAGES

The Contractor shall disburse the monthly wages to the staffs deployed as by him at the Port on or before 7th of every succeeding month which in any case shall not be less than the wages prescribed.

Payment of wages to the persons engaged by the contractor shall be as follows:

1	Advisor	₹ 50,000/- per month
2	Technical Assistant-1	₹ 30,000 per month
3	Technical Assistant-2	₹ 30,000 per month

The wages are **Fixed** throughout the contract period.

If the Contractor fails to pay wages to the provided manpower within the stipulated date, the Port shall serve a notice to the Contractor for disbursement of wages. Even after issuing notice to the Contractor, if he fails to provide the proof of having paid the wages due and/or reply to the notice, within 3 working days from the date of issue of notice, the Port shall make the payment to the manpower deployed by the contractor and deduct the said amount from the performance security / security deposit/ any other payment to be made to the Contractor. Under such circumstances the Port will not pay any Administrative Charges to the Contractor for the respective period.

No other extra deduction shall be made in the monthly wages to the deployed staffs.

In the event of such default of payment of wages by the Contractor, a penalty of 15% of the said wages shall be levied and deducted by the Port from the Performance Security / Security deposit/ any other payment to be made to the Contractor. In case of continued default, the Contract will be terminated by the Port.

41 QUALIFICATION OF STAFFS

The contractor shall submit the profile of the personnel engaged by them for the contract within 15 days from the date of issue of the Work Order. The qualification of the staffs deployed shall be as follows: -

Advisor:

Qualification	Experience
BE / BTech / ME / MTech (Any discipline)	<ul style="list-style-type: none"> i. Minimum 10 years' experience in Port (Govt / Private) / Central Govt / State Govt / PSU. ii. Should have knowledge in Marine Technical works. iii. Should have knowledge in uploading and downloading of Tender in CPP portal. Preparing Note File, Departmental Estimate, Comparative statement of Technical bids & price bids, Minutes for evaluation of technical bids & price bids, Preparing Tender document etc. iv. Age should not be more than 65 years.

Technical Assistant-1:

Qualification	Experience
Any degree / Diploma	Minimum 5 years experience in Port (Govt / Private) / Central Govt / State Govt / PSU Should have knowledge in tender related works. Age should not be more than 55 years.

Technical Assistant-2:

Qualification	Experience
Any ITI with GP rating	<ul style="list-style-type: none"> i. Minimum 1 year sailing experience as motorman/oiler in Foreign going (FG) or Near coastal vessels (NCV). ii. Minimum 3 years' experience in maintenance of navigational channel marker buoys and leading

	lights. iii. Age should not be more than 55 years.
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42 PRICE BID EVALUATION:

Price bid of those tenderers, who have qualified techno-commercially, will be opened and the total contract price evaluation will be calculated as per the following:

Description	Administrative charge per month (₹)	Qty	Total Amount (₹)	
Administrative Charges per month (excluding wages & GST) as per BOQ		36 months		A
Wages for a period of 3 years		36 months	₹ 39,60,000	B
Total Contract amount excluding GST (A+B)				

The Bidder whose Price Schedule is found to be the Lowest shall be considered for award of Contract.

43 ADMINISTRATIVE CHARGES:

The bidder should quote only the monthly administrative charges in figures excluding wages for the all three manpower. The quoted administrative charges in the BoQ will only be taken for price-bid evaluation.

“Administrative Charge” to be quoted in figures and not in percentage. **The Administrative charge quoted will remain constant throughout the contract period.**

44 PENALTY FOR DELAY IN COMMENCEMENT OF CONTRACT

As per Work Order issued, the successful bidder shall commence the work within **30 days** from the date of issue of Work Order. If the successful bidder fail to **comply the date**, Penalty will be imposed **@ ₹5,000 per week + GST** or part thereof for the delayed period till **4 weeks** (penalty period). After lapse of **4 weeks** penalty period, the contract shall liable to be terminated and EMD / Performance Security will be forfeited.

45 The personnel have to attend the duty as per the roster. In case any personnel is on leave or absent from duty, suitable substitute should be provided by the contractor failing which deductions will be made as per rule.

- 46 The contractor shall be accountable for all losses occurring during the contract period due to negligence by his staff.
- 47 The Employer (VOCPA) shall not be **liable** for any accident, damages or compensation payable to any workman or other person in the employment of the Contractor.
- 48 **ALCOHOLIC LIQUOR OR DRUG**
The contractor shall not otherwise than in accordance with statutes, Ordinances and government regulations or orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs or permit or suffer any such importation, sale, gift, barter or disposal by his agent or employees.
- 49 In the event of any of its workers raising any demand/dispute on employment or terms and conditions of service or any such matter, the contractor shall resolve the same without interruption of service and the functioning of the VOCPA. However, there shall be no claim for employment or any other monetary benefits from the VOCPA.
- 50 The VOCPA reserves the right to cancel the contract without assigning any reason thereof and without any liability by giving **90 days** advance notice due to non-satisfactory performance / deviation from tender conditions, in execution of contract as per **Clause No.4** of GCC.
- 51 The Employer (VOCPA) will not be **responsible** for any damage / loss / death / injury suffered by any of the contractor's staff due to errors of the Supervisor / staff or any reason whatsoever.
- 52 **JOINT VENTURE**
Joint Ventures including Consortium (that is an association of several persons or firms or companies) are not permitted to participate in this tender.
- 53 **SUB-CONTRACTING**
The Contractor shall not assign, transfer, pledge or sub-contract the performance or services awarded by the Port to any other party.
- 54 **CANTEEN FACILITIES**
The canteen facilities may be availed by the contractor on chargeable basis for the contractor and his personnel deployed.
- 55 **ADOPTION**
The Contract shall be governed by the provisions or amendments or clarifications of Major Port Authorities Act, 2021, Indian Ports Act, 1908, Manual for Procurement of Consultancy & Other Services 2017, etc., and any other relevant Acts and directives issued by the Government of India from time to time. It shall be binding upon the Contractor to comply with all such acts, rules, regulations and directives issued by the Government of India and/or others communicated by the Port from time to time.
- 56 **DISCONTINUANCE BY THE CONTRACTOR:**
If the contractor is not in a position to continue the contract, the Contractor should give 90 (ninety) days in writing, prior to the proposed date of discontinuance of the contract to the Port. In such case, the Performance Security and the Security Deposit shall be forfeited.

57 FORECLOSURE OF THE CONTRACT BY PORT

The Contract may be foreclosed by the Port by giving 30 (thirty) days advance notice to the contractor during the subsistence of the contract period without assigning any reasons. In such cases, the Performance Security Deposit and Security deposit will be refunded to the Contractor.

58 Workmen safety and Insurance for Technical Assistant 1 & 2

The Contractor shall alone be fully responsible for safety and security and insurance or life insurance of their staff Technical Assistant 1 & 2 deployed by him under this work covering the works, operation and maintenance works since EPF and ESI are not applicable as the staff are officer. The Contractor shall wherever applicable

Take out and maintain, at their own cost but on terms and conditions approved by the Port, insurance against the risks and for the coverage and at the Port's request, shall provide evidence to the Port showing that such insurance has been taken out and maintained and that the current premium have been paid.

The Port shall not be liable for any compensation in case of any fatal injury/death caused to or by any staff while performing/discharging their duties/for inspection or otherwise.

Signature of the bidder with stamp

Annexure -1

Bidder Information Form	
<p><i>[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]</i></p> <p>Date: <i>[insert date (as day, month and year) of Tender Submission]</i> Tender No.: <i>[insert number of Tendering process]</i> Page ----- of ----- pages</p>	
1. Bidder's Legal Name ----- <i>[insert Bidder's legal name]</i>	
2. Bidder's actual or intended Country of Registration: ----- <i>[insert actual or intended Country of Registration along with Registration Details]</i>	
3. Bidder's Year of Registration: ----- <i>[insert Bidder's year of registration]</i>	
4. Bidder's Legal Address in Country of Registration: ----- <i>[insert Bidder's legal address in country of registration]</i>	
5. Bidder's Authorized Representative Information	
Name of the Authorized Representative: ----- <i>[insert Authorized Representative's name]</i>	
Name of the firm: ----- <i>[insert Firm's name]</i>	
Address: ----- <i>[insert Authorized Representative's Address]</i>	
Telephone/Fax numbers: ----- <i>[insert Authorized Representative's telephone/fax numbers]</i>	
Email Address: ----- <i>[insert Authorized Representative's email address]</i>	
6. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>	
<input type="checkbox"/> In case of government owned entity from India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB	
<input type="checkbox"/> <u>PAN NUMBER</u>	
<input type="checkbox"/> <u>GST Registration Numbers</u>	
(Authorised Signatory)	Company Seal:

NOTE: The above details should be typed in the firm's letterhead and submitted with signature and seal.

MINIMUM QUALIFICATION CRITERIA OF BIDDERS

1.	List of all Completed Contracts during the last SEVEN (7) years similar in nature ending on last day of month previous to the one in which tenders are invited as per clause No. 2 of MQC:			
Sl. No.	Nature of Work	Contract Period		Name & address of clients
		From	To	
a)	Work Order/ Agreement for each completed work is to be enclosed.			
b)	Work Completion Certificate from the client's letter head (Not in bidder's letter head) for each completed work is to be enclosed as documentary evidence for similar work/s carried out. Such certificate should clearly reflect the Period of Contract and Total executed contract value excluding GST.			
c)	TDS certificate towards the proof of payment received from the clients to be submitted.			
ONGONG CONTRACTS: Completed portion of ongoing contract will be considered till last day of the month previous to the one in which tenders are invited. The Bidder shall submit a SATISFACTORY WORK PROGRESS CERTIFICATE for the completed period of contract from its client stating the executed value of contract. The executed value of contract shall be exclusive of GST.				

NOTE: The above details should be typed in the firm's letter head and submitted with signature and seal.

UNDERTAKING

This is to certify that the contents of the downloaded **Tender Document** along-with **Pre-bid Clarifications, Corrigendum, Addendums etc.** for the work of **“Outsourcing of Marine Technical Works for a period of 3 years in the Marine Department”** have not been altered, in any form by us.

Signature

For and on behalf of.....

(Company Seal)

Date:

Bankers Details for E Payment

1.	Name of the firm (Bidder)	
2.	Full address of the firm (Bidder) registered under GST (All correspondence will be made to this address only)	
3.	Telephone No. of the beneficiary (Bidder)	
4.	Mobile No. of the beneficiary (Bidder)	
5.	Fax No. of the beneficiary	
6.	Email ID:	
7.	Account No.	
8.	Account Type (SB or CA or OD)	
9.	Name of the Bank	
10.	Full address of Branch	
11.	MICR code (Should be 9 digit)	
12.	Bank IFSC Code No.	
13.	GST Registration No.	
14.	PAN Card No.	

NOTE: The above details should be typed in the firm's letter head and submitted with signature and seal.

COVERING LETTER

No.....

Date:.....

To,

The Deputy Conservator,
VOCPA,
Thoothukudi.

Dear Sir,

Sub: Submission of Technical Bids

Ref: Tender No **MAR/TECH/MTW(OUCO)/2024** dated for
"OUTSOURCING OF MARINE TECHNICAL WORKS FOR A PERIOD
OF 3 YEARS IN THE MARINE DEPARTMENT"

Please find attached herewith the following enclosures

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16

Place:

Date:

Signature:

Seal:

NOTE: The above details should be typed in the firm's letter head and submitted with signature and seal.

(To be executed on non-judicial Stamp Paper of ₹100/-)

FORMAT OF POWER OF ATTORNEY

In favour of signatory/s to the Tender, duly authenticated by Notary Public.

POWER OF ATTORNEY IN FAVOUR OF ----- (Name, Designation, Company name)

TO ALL TO WHOM THESE PRESENTS shall come, I -----, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) do hereby sub-delegate/delegate, in terms of the powers delegated to me by the Board of Directors, ----- (name of the Co.) to Shri ----- (name, designation & address of the Attorney) the following:

NOW KNOW YE AND THOSE PRESENTS that I -----, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), do hereby authorize and empower Shri ----- (name, designation & address of the Attorney) to do severally amongst others, for the purpose of carrying on our business, the following:

- a) To represent lawfully the ----- (name of the Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of **“OUTSOURCING OF MARINE TECHNICAL WORKS FOR A PERIOD OF 3 YEARS IN THE MARINE DEPARTMENT”**. Or any other works incidental to such works.
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts and also to bind the (name of the Co.) to the arbitration clause included in the contract.
- c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the Company could do, if present and acting there.

I, ----- (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) in terms of the powers delegated to me by the Board of Directors of ----- (name of the Co.), do hereby agree that all acts, deeds and things done by the said Attorney by virtue of this power of attorney, shall be construed as acts, deeds and things done by the Company.

I, ----- (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), further undertake to ratify and confirm whatever our said attorney shall do or cause to be done for the Company, the said Company, in the premises, by virtue of the powers hereby given.

WHEREAS, this sub-delegation is signed and delivered to Shri -----

(name & designation of the Attorney), on this ----- day of -----, 20-- (Two thousand -----).

WHEREAS, even though this sub-delegation is signed on this ----- day of -- -----, 20-- (Two thousand -----), will have effect from the date he signs and receives this delegation.

IN WITNESS WHEREOF, I,----- (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) has, this ---- day of -----, 20-- (Two thousand -----) set my hands and subscribed my signature unto this instrument.

SIGNED AND DELIVERED ON
_____ BY

(Name of authorized person to delegate powers)

WITNESS:

SIGNED AND RECEIVED ON

_____ BY

(Name & designation of Attorney)

DECLARATION

We hereby certify that our company/firm has not been debarred or de-listed or blacklisted by any Government (Central/State), Semi Government Agency or Any PSUs.

Signature

For and on behalf of.....

(Company Seal)

Date:

DECLARATION
(Incase of Proprietorship firm)

We hereby certify that our company/firm M/s..... is a Proprietorship firm and undersigned is the Proprietor of the company.

Company seal with Date

Signature of Proprietor of the Company

Transaction details for remittance of Earnest Money Deposit (EMD)

The bidder shall provide the details of remittance of Earnest Money Deposit (EMD) as per **clause No.2.6 of ITB** of the bid document as follows:

Sl. No	Unique Transaction Reference (UTR) No.	Date of transfer	Amount (in INR)	Uploaded page No. reference
1				-

Company seal with Date

Signature of the Contractor

DECLARATION BY THE BIDDER

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

To

The Head of the Department.

1. I/We M/s. represented by its Proprietor / Managing Partner / Managing Director having its Registered Office at and do declare that I/We have carefully read all the conditions of tender with NIT No....., dated, "Outsourcing of Marine Technical Works for a period of 3 years in the Marine Department".which is extendable further one year with same terms and conditions with mutual understanding, if needed and accepts all conditions of the tender including amendments/corrigendum subsequently issued by the tender inviting authority, if any. Further I/we confirm our eligibility for this tender and quoted as per the tender condition and Governing laws of India, in case of typographical error found in submitted documents/affidavits/declarations, in this case we accept all the Terms and conditions of bid documents and hereby confirm as under.
2. I/We have not made any counter conditions stipulation and conditions and I/We agree that in the event of any such counter conditions my/our tender will be summarily rejected and such offer will not be evaluated and considered at all by you.
3. I/We do hereby declare that we have not been blacklisted/ debarred by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalised Banks / Public Limited or Private Limited Companies, etc., from taking part in the tendering process.
4. I/We have not made any payment or illegal gratification to any person/authority connected with the tendering process so as to influence the tendering process and have not committed any offence under the Prevention of Corruption Act in connection with the tender.
5. I/We hereby declare that, all information furnished by me/us with this tender is true to best of my/our knowledge, belief and in case, if it is found that, the information furnished is not true or partially true or incorrect, I/We agree that my/our tender shall be summarily rejected without prejudice to the right of the board of Authority of Port of V.O.Chidambaranar Port Authority to take further action in to the matter.

Witness's

Bidder's

Signature: _____

Signature:_____

Name: _____

Name: _____

Address: _____

Address: _____

Tel. No: _____

Tel. No: _____

Mobile no.:_____

Mobile no:_____

SPECIMEN FORM OF CONTRACT AGREEMENT

(To be executed on ₹100/- non-judicial Stamp Paper)

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made on the _____ day of _____ 20__.

BETWEEN

(1) *The Board of Members of the **VOC Port Authority**, an Autonomous Body of the Ministry of Shipping of the Government of INDIA, incorporated under the Major Port Authority Act, 2021 as Amended thereafter, under the Laws of India and having its principal place of business at Thoothukudi, Tamilnadu State (hereinafter called "**the Port**"),*

and

(2) *[insert name of Bidder], [incorporated under] the laws of [insert: country of Bidder] and having its principal place of business at [insert: address of Bidder] (hereinafter called "**the Contractor**").*

WHEREAS the PORT invited Tenders against tender **no.....** for execution of "**Outsourcing of Marine Technical Works for a period of 3 years in the Marine Department**" viz., and has accepted a Tender by the Contractor in accordance with Supply /delivery schedule and remedying of any defects therein, in the sum of [insert Contract Price in words and figures, expressed in the Contract currency(ies) excluding GST] (hereinafter called "**the Contract Price**").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the **Port** and the **Contractor**, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) General Conditions of Contract;
 - (c) Notice Inviting Tender and Tender No. **dated**
 - (d) Replies issued to the Pre-bid queries, Corrigendum to Tender
 - (e) The Bidder's original Price Bid
 - (f) The Port's Work Order No. **dated**
 - (g) Add here any other document(s)

AND WHEREAS

PORT accepted the Bid of **Contractor** for the provision and the execution of WORK at the CONTRACT PRICE as indicated in CONTRACT upon the terms and subject to the conditions of Contract. Now this CONTRACT AGREEMENT witnesseth and it is hereby agreed and declared as follows:

3. In consideration of the payment to be made to **Contractor** for WORK to be executed by him, **Contractor** hereby Covenants with **PORT** that **Contractor** shall and will duly provide, execute and complete Work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of Work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.

4. In consideration of the due provision, execution and completion of WORK, **Contractor** does hereby agree to pay such sums as may be due to **PORT** for the services rendered by **PORT** to **Contractor** as set forth in CONTRACT and such other sums as may become payable to **PORT** towards loss, damage to the **PORT's** equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the CONTRACT.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

The Agreement is assigned as dated And contains pages from **01** to

For and on behalf of the PORT

For and on behalf of the Contractor

Signed: (insert signature)
in the capacity of [insert title or other appropriate designation]

Signed: [insert signature of authorized representative(s) of the Contractor] in the capacity of (insert title or other appropriate designation)

in the presence of [insert identification of official witness]

in the presence of [insert identification of official witness]

SPECIMEN BANK GUARANTEE FORM FOR PERFORMANCE**G U A R A N T E E**

(To be executed on ₹100/- non-judicial Stamp Paper)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

1. In consideration of the Board of Members of **VOC Port Authority, Thoothukudi, Tamilnadu** incorporated by the Major Port Authority Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board Members of the Port of **VOC Port Authority**, its successors and assigns) having agreed to exempt (Name of the Bidder/s (hereinafter called the "Bidder/s")) from the demand under the terms and conditions of the Contract, vide Dy.Conservator Work Order No _____ date ____ made between the BIDDERS and the Board for execution of _____ covered under Tender No _____ dated _____ (hereinafter called "the said contract") for the payment of Performance Guarantee in cash or Lodgement of Government Promissory Loan Notes for the due fulfillment by the said BIDDERS of the terms and conditions of the said Contract, on production of a Bank Guarantee for ₹ _____ (Rupees _____) only we, the (Name of the Bank and Address) _____ (hereinafter referred to as "the Bank") at the request of the BIDDERS do hereby undertake to pay to FA and CAO, VOC Port Authority an amount not exceeding ₹ _____ (Rupees _____) only against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the BIDDERS of any of the terms and conditions of the said contract.
2. We, _____ (Name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by the BIDDERS of any of the terms and conditions of the said contract or by reason of the BIDDERS failure to perform the said contract. 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 any amount not exceeding ₹ _____ (Rupees _____ only).
3. We, _____ (Name of Bank) undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder(s) shall have no claim against us for making such payment.
4. We, _____ (Name of Bank) further agree with the Board that the

guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the _____
(Name of the user department) of the Port Authority certifies that the terms and conditions of the said contract have been fully and properly carried out by the said BIDDERS and accordingly discharge this guarantee PROVIDED HOWEVER that the Bank shall be at the request of the Board but at the cost of the BIDDERS, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, _____ (Name of Bank) further agree with the Board that the Board 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 contract or to extend the time of performance by the said contract or to extend the time of performance by the said BIDDERS from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said BIDDERS and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the BIDDERS or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the BIDDERS or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

It is also hereby agreed that the Court in **Thoothukudi** would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

6. We, _____ (Name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing

7. **“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).”**

Date day of 20

For (Name of Bank)
(Name)

Signature

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]

BOQ - PRICE SCHEDULE

<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="display: flex; gap: 10px;"> <div style="background-color: #0056b3; color: white; padding: 5px 10px; border-radius: 5px;">Validate</div> <div style="background-color: #0056b3; color: white; padding: 5px 10px; border-radius: 5px;">Print</div> <div style="background-color: #0056b3; color: white; padding: 5px 10px; border-radius: 5px;">Help</div> </div> <div style="text-align: right; color: red; text-decoration: underline;">Item Rate BoQ</div> </div>							
Tender Inviting Authority: Deputy Conservator							
Name of Work: Outsourcing of Marine Technical Works for a period of 3 years in the Marine Department.							
Contract No: MAR/TECH/MTW(OUCO)/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 relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
The bidder should quote only the monthly administrative charges in figures excluding wages for the all three manpower. The quoted administrative charges in the BoQ will only be taken for price-bid evaluation.							
NUMBER #	TEXT #	NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency	Administrative charges per month (excluding wages & GST) To be entered by the Bidder in Figures Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	12	13	53	55
1	Administrative charges per month (excluding wages & GST)	36	months	INR		0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only					

Note:

1	The PRICE BID HAS TO BE UPLOADED IN CPP WEBSITE ONLY in the respective event and NO HARD COPY FOR PRICE BID WILL BE ACCEPTED.
2	GST will be paid extra as applicable.
3	The amount quoted shall be <u>constant throughout the contract period.</u>
4	The Bidder whose Price Bid is found to be the Lowest shall be considered for award of Contract.
5	Price bid evaluation will be as per Clause No. 42 of GCC .
6	The bidder should quote only the monthly administrative charges in figures excluding wages for the all three manpower. The quoted administrative charges in the BoQ will only be taken for price-bid evaluation.

VOCPA BANK DETAILS FOR REMITTING & EMD

Name of Payee: **VOCPA, Thoothukudi.**

1	Name of the Bank:	Indian Overseas Bank, Harbour Branch, Tuticorin – 628 004.
2	Bank A/C No.	014301000000001
3	IFSC Code:	IOBA0000143
4	MICR Code:	627020027