

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

TENDER No. MAR-TECH0NAVA(SBUW)/2/2024-MarineHM

E-Tender document for

To provide aquatic diver with adequate tools and tackles for retrieval of sinker from the seabed in navigational channel at a depth up to 16m for the Marine Department for the period of 2 years extendable by 1 year”



Global Connect

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

TENDERS WILL BE DOWNLOADED ONLINE FROM 22/11/2024 TO 12/12/2024 (up to 1500 HRS). COMPLETED TENDERS ARE TO BE SUBMITTED ONLINE ON OR BEFORE 1500 HRS on 12/12/2024 AND BIDS WILL BE OPENED AT 1530 HRS on 13/12/2024

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

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Section- I

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

Only through E-Tendering Mode

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

Website Url: www.vocport.gov.in

1. V.O. Chidambaranar Port Authority invites electronic tenders (Two Cover System) from eligible bidders for the work "To provide aquatic diver with adequate tools and tackles for retrieval of sinker from the seabed in navigational channel at a depth up to 16m for the Marine Department for the period of 2 years extendable by 1 year".
2. A complete set of Tender documents may be downloaded by any interested bidders from e-Tender web portal <https://etenders.gov.in/eprocure/app>.
3. Salient features of the bid:

Tender No	MAR-TECH0NAVA(SBUW)/2/2024-MarineHM
Tender Type	Online Tender
Tender Inviting Authority	Deputy Conservator
Address	V.O. Chidambaranar Port Authority, Marine Department, Tuticorin-628004.
Contact Details	Tel. off: 0461- 2352313, 2352385 Email: dc@vocport.gov.in
Brief Work Description	"To provide aquatic diver with adequate tools and tackles for retrieval of sinker from the seabed in navigational channel at a depth up to 16m for the Marine Department for the period of 2 years extendable by 1 year".
Estimate value	₹1,20,000/- plus applicable GST.
Earnest Money Deposit (EMD)	₹2,400
Commencement of work	30 days from the date of issue of work order.
Downloading of Tender documents start date	22/11/2024 @1800 hrs
Seek clarification start date	22/11/2024@1800 hrs
Bid submission start date	22/11/2024 @1800 hrs
Seek clarification end date	29/11/2024@ 1530hrs
Pre-bid meeting date	02/12/2024 @ 1530hrs
Bid Submission closing date	12/12/2024@ 1500hrs
Bid opening date	13/12/2024 @ 1530hrs
Bid Validity period	120 days from the date of opening the technical bid
Currency of Contract	INR
Type of bid	Two cover system
Language of Contract	English
For further details, visit Port Website: www.vocport.gov.in	

4.

The Bidder shall submit his response through Bid submission to the tender on Central Public Procurement Portal (e-Procurement) at <https://etenders.gov.in/eprocure/app> by following the procedure. The Bidders shall submit their eligibility details, Technical Bid, Financial Bid, etc., in the online standard formats displayed on the CPP portal. The Bidders shall upload the scanned copies of all the relevant certificates, documents, etc., in support of their eligibility criteria / Technical Bid /and other certificates/documents in the CPP portal. Non-submission of Technical Bid along with relevant documents shall lead to rejection of the tender.

Deputy Conservator

Section- II

IMPORTANT GUIDELINES TO TENDERERS FOR E-TENDRING.

VOCPA invites Tenders through online/e-tendering mode only (<https://etenders.gov.in/eprocure/app>).

1. **a)** Tenderer has to upload a self-attested scanned copy of 'Bid Security Declaration' as mentioned in Annexure-9, for bid security. The bidder is eligible for an exemption for Bid Security (EMD) under MSE having Udyog Aadhaar Number vendors are exempted from submission of Bid Security and they shall submit the proof of MSE certification, only if they are manufacturer or OEM authorized dealer of the items. Offers for other makes will be left out of Consideration.

b) 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 in CPP website. If the tender uploaded by any other firm, the tender shall be rejected summarily.
2. VOCPA will not entertain and will not accept any reasons of Tenderer due to Net Connection Failure/Current Connection Failure and any issues during the filling of tender online. Tenderer will be responsible for all those facts and failures of Net Connectivity, and Current Connectivity and they should be at their own risk, VOCPA will not take any liabilities and claims for failure of the Network and problems arising from the submission of the tender forms online.
3. Employer may verify the original documents as submitted in the e-tendering process.
4. The tenders of bidders who had litigation against VOCPA or any major Ports or any Government sectors will not be considered.
5. Tenders which are in any way incomplete will not be considered. The Port reserves the right to waive any formality thereof or to reject any or all the tenders without assigning any reason and not bound itself to accept the lowest tender.
6. This tender notice shall form part of the contract agreement.
7. Pre-bid meeting: The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time, and date as indicated in NIT.
8. All these instructions, conditions, General Condition of the Contract, special conditions, if any, work specifications contained in the tender document and any correspondence related to this Contract shall form part of the agreement.
9. In case any bidder is found indulged in corrupt, fraudulent, coercive, undesirable, and restrictive practices during the bidding process, VOC Port Authority is entitled to suspend and debar the bidder for a period not exceeding three years.

10. The tender document submitted contains all pages and all the documents have been chronologically uploaded with page numbers written on each page and the tender clause should be clear that, if that certificate is not given by the bidder/ tenderer or page numbers etc., are not stated in the documents liable for disqualification as per the decision of the tender committee members”.

DEPUTY CONSERVATOR

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

Minimum Qualification Criteria of the bidders (MQC):	
1.1	AVERAGE ANNUAL TURNOVER
	Average Annual Financial Turnover during the last three years ending 31st March 2023 , should be at least ₹36,000/- .
	Bidders have to submit the following:
	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 .
1.2	The BIDDER shall have SUCCESSFULLY COMPLETED 3 Similar Works in India DIRECTLY (Subcontract work will not be considered for Pre-Qualification) in Port Sector (Govt.) / Port Sector (Private) / Central Govt. / State Govt. / PSUs / Private Co. during last 03 (Three) years ending on last day of month previous to the one in which tenders are invited , should be either of the following:
	<p>"Similar Work" means</p> <p>“The bidder should have experience in 3 successfully completed diving operations for buoy retrieval work in the past 3 years from the date of tender”</p> <p style="text-align: center;">Or</p> <p>“The bidder should have experience in 3 successfully completed diving service for under water inspection of any Ships / Launches / vessel ”</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. LOA/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 executed contract value excluding GST.</p> <p>The combination of multiple works in single work order and Ongoing contracts will not be considered.</p>

Section- III
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 “To provide aquatic diver with adequate tools and tackles for retrieval of sinker from the seabed in navigational channel at a depth up to 16m for the Marine Department for the period of 2 years extendable by 1 year”.
2.2	TENDER SUBMISSION:
	<p>a) 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 / SBI collect) 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.</p> <p>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”.</p>
2.3	LAST DATE FOR SUBMISSION OF TENDER: The last day for submission of tender is 12/12/2024 .VOCPA may at its sole discretion reserves the right to extend the date for receipt of tender.
2.4	AUTHORITY IN SIGNING TENDER DOCUMENTS
	<p>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.</p> <p>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.</p> <p>iii The Proprietorship firm need not submit “Power of Attorney” however, firm has to submit the Declaration as per Annexure-8.</p>
2.5	BIDDER TO INFORM HIMSELF FULLY
	<p>i The BIDDER is expected to examine carefully the contents of all the documents provided like Instructions to the BIDDERS, General Conditions of Contract, and Scope of work. Failure to comply with the requirements of the tender will be at the BIDDERS own risk. The BIDDER to ensure to</p>

		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.
2.6	EARNEST MONEY DEPOSIT (EMD)	
	a	The tender shall be accompanied by Earnest Money Deposit of ₹2,400/- in the form of Insurance Surety Bonds or Account Payee Demand Draft or Banker's Cheque or Bank Guarantee from any of a Scheduled Bank or payment online in an acceptable form, which is stipulated in the tender. In case bidder claims exemption of EMD as Micro and Small Enterprises (MSE), the bidder shall upload 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) shall have a validity period of 120 days and claim period of 03 months .
	c	In the event of BIDDER withdrawing his tender before the expiry of tender validity period of 120 days from the date of opening of Technical Bid, 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.
	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 120 days from the date of opening of Technical Bid. VOCPA reserves their right to extend the	

	<p>period of validity for a specific time. The request and the response, there to, shall be made in writing by post or by Fax/ email. A bidder may refuse the request without forfeiting his EMD. However, in the event of the tenderer agreeing to the request; he shall not be permitted to modify his tender and also shall submit an extension of EMD, if it is submitted in the form of Bank Guarantee. In case if there is a delay in opening of technical bid, sufficient time would be given for extension of BG (EMD) accordingly.</p>
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/PORT 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 upload 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 uploaded 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 <i>English language</i> . 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	<p>CURRENCY: Prices shall be quoted in Indian Rupees only and all payments will be made in Indian Rupees.</p>
2.14	<p>CONTRACT WORK: The work to be carried out (here in after referred to as "the Contract Works") and the Price for the same (here in after called "the Contract Price") shall include the Work described in the Tender Documents with particular reference to the specifications, schedules, etc.</p>
2.15	<p>CONTRACT PRICE The BIDDER shall fill up the Price Schedules against Bill of Quantities in CPP Portal as detailed in Annexure-10. 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.</p>
2.16	<p>TECHNICAL BID The Technical Bid shall be uploaded with the following documents duly sealed and signed in all pages.</p>
1	<p>EMD: The tender shall be accompanied by Earnest Money Deposit of ₹2,400/- (Rupees Two thousand Four hundred only).</p> <p>1. The bidder other than an MSE Unit should pay the EMD through the online payment gateway mode in CPP E-tendering Portal or in the form of Insurance Surety Bonds, account payee demand draft, fixed deposit receipt, banker's cheque or Bank Guarantee (Form of bank Guarantee for EMD –Form-3) from any of the Commercial Banks having a branch in Tuticorin. The bid security is normally to remain valid for a period of 120 days and claim period of 03 months. Otherwise, his/her/their tender will be rejected. The MSE are required to furnish a relevant valid Certificate for claiming exemption. This valid certificate shall be uploaded in the Bid, failing which the tender shall not be evaluated.</p> <p>2. All benefits applicable to MSE, as per the Public Procurement Order 2012/2017 shall be applicable for this tender. The bidder is eligible for an exemption for Bid Security / Earnest Money Deposit (EMD) under MSE having Udyog Aadhaar Number vendors are exempted from submission of Bid Security and they shall submit the proof of MSE certification, only if they are manufacturer or OEM authorized dealer of the items. Offers for other makes will be left out of Consideration.</p> <p>3. Bid Security Declaration Form (Annexure-9) to be submitted by the bidder. If they withdraw or modify the bids during the period of validity etc., they will be suspended for a period of one year from the date of notification.</p> <p>4. Tenders that are in any way incomplete will not be considered. The Port reserves the right to waive any formality thereof or to reject any or all the</p>

		tenders without assigning any reason and not bound itself to accept the lowest tender. 5. Tenderers without documentary evidence for claiming bid security exemption will be summarily rejected.
	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.
	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 = $\frac{A+B+C}{3}$
	5	Experience on similar works as per Clause 1.2 of MQC executed during the last three years ending on last day of month previous to the one in which tenders are invited.
	a	The document/s (LOA / Work Order / Agreement) submitted shall clearly indicate the Contract Price and Contract Period .
	b	Satisfactory Work Completion Certificate from client's letter head (Not in bidder's letter head) shall clearly indicate the total executed Contract Price and Contract Period .
	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	General Information (Annexure -1).
	10	Similar Work Experience (Minimum Qualification Criteria) of BIDDERS (Annexure -2) to be typed in Bidder's Letter Head.
	11	Schedule of No Deviation (Annexure -3)
	12	E-Payment Form (Annexure -4)
	13	Letter of Application (Annexure -5)
	14	Firm should be approved by IRS or any other Classification Society (IACS). The tender not accompanied with approved Certificate shall be treated as invalid and rejected summarily.
	15	Declaration of Authorized Representatives (Annexure-8) if applicable.

	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	1) Technical offer with counter condition shall be liable for rejection and disqualification . 2) All Annexure to be neatly typed in firm's letter head and submitted.
2.17		Techno-commercial Pre-Bid Enquiries / Clarification If any Clarification on Techno-commercial aspects, same may be forwarded to the Deputy Conservator, VOCPA. The queries/clarification received from the BIDDERS would be discussed and the response of the Port Authority shall be communicated to the BIDDERS through CPP and Port websites and email.
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 & Important Instructions of CPP.
	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

	<p>Documents, shall be rejected by V.O. Chidambaranar Port Authority and the BIDDER shall not subsequently be permitted to make any changes or corrections to, or withdrawals of the non-conforming deviation or reservation.</p> <p>b. Tenders, which are found to be in conformity with Tender requirement, shall be considered for opening of Price Bid.</p> <p>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 online.</p>
2.20	<p>DISQUALIFICATION</p> <p>Even if an applicant meets the eligibility criteria and MQC, he shall be subject to disqualification if he is found to have:</p> <p>i. made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or;</p> <p>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, 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;</p> <p>iii. On account of currency of debarment by any Government agency.</p> <p>iv. History of litigation against VOCPA.</p>
2.21	<p>FALSE INFORMATION</p> <p>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:</p> <p>a) Any of the documents furnished by the bidder is found to be wrong / false during scrutiny ; and/or</p> <p>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.</p>
2.22	<p>RESPONSIVENESS</p> <p>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.</p> <ol style="list-style-type: none"> 1. EMD details (or) MSME/NSIC Certificate as per Clause No. 2.16 (1) of ITB. 2. GST Registration Certificate.

	<p>3. Firm should be approved by IRS or any other Classification Society (IACS). The tender not accompanied with approved Certificate shall be treated as invalid and rejected summarily.</p>
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Section -IV
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 Board of Members of V.O. Chidambaranar Port Authority, a body corporate under the Major Port Authority Act, 2021, by notification issued by the Government of India, acting through its Chairperson, Dy. Chairperson or Deputy Conservator or any other officers so nominated by the Board.
- b) **"Bidder/Contractor/Operator"** means the person or persons, firm, corporation or company whose tender has been accepted by the Board 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, any amendments thereto, Bid, Work Order and the Contract Agreement.
- d) **"Contract Price"** means the total sum of money to be paid by the board 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) **"Work" or "Works"** shall mean the Aquatic Diver to be provided and work to be done, executed or carried out by the contractor as per the scope of work under the contract.
- g) The **"Site"** shall mean the area of working place.
- h) **"Approved" or "Approval"** shall mean approval in writing.
- i) **"Month"** shall mean English Calendar Month.
- j) **"Engineer in-charge / representative"** shall mean any officer / Engineer authorized by Dy.Conservator for purpose of this contract.
- k) **"SOT"**: Schedule of Tender
- l) **VOCPA or Port** means V.O. Chidambaranar Port Authority.

2 COMMENCEMENT OF CONTRACT

The successful bidder shall be ready to carry out the contract (diving operation) as and when required by the Port from **30th day** from the date of **issue of Work Order**. The contractor shall notify in writing to Dy.Conservator once they are ready to commence the work as per Tender condition.

3 CONTRACT PERIOD

The contract period is for **02 (Two) years** from the date of commencement of contract and extendable by one year at same terms and conditions extendable by One year on mutual consent at same rates, terms & conditions of existing contract with 1 month prior notice to the contractor.

4 TERMINATION FOR DEFAULT / DEBARMENT

- a) The Port 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 Port.
 - 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 Port 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 will be banned for a period of up to **3 years** to participate in any of the future tender of V.O. Chidambaranar Port Authority.
- 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 shall be forfeited.

5 FORCE MAJEURES:

(a)The term "force majeure" as employed herein shall mean including but not limited to, acts of god, war, revolt, riot, fire, flood and acts and regulations of the Government of India or any of its authorized agencies. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts.

(b)Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the

other party immediately in writing of the alleged beginning and ending thereof giving full particulars and satisfactory proof and it cannot be claimed ex-post facto. The clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the Force Majeure.

(c)The time for performance or relative obligations suspended by the force majeure shall be extended by the period for which the cause lasts or condoned by the Employer without any penalty. If the work is suspended by force majeure conditions lasting for more than 1(one) month, the Port shall have the option of cancelling the Contract in whole or in part thereof at its own discretion. Any situation of force majeure shall not be payable by the Port under any circumstances. For the period of force majeure, no amount shall be payable to the Contractor.

6 INSURANCE

The Insurance of the staff to be deployed for the Diving operation shall be arranged by the contractor.

The contractor is required to take the necessary insurance policies/ coverage:

7 WORK ORDER

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

8 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.

9 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 **28 days** from the date of issue of Work Order.

The contractor shall make **07 copies of the Agreement** 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 the 28 days from the date of issue of Work Order, the contract shall be cancelled and EMD / Performance Security will be forfeited.

10 ARBITRATION

In case of any dispute between the contractor and employer, all the reasonable efforts shall be made for an amicable settlement in the first instance. Upon failure to do so, either party may refer the dispute for settlement through '**conciliation and settlement guidelines**' issued by IPA time to time. In case parties fail to

arrive any settlement as mentioned above, either party may refer the dispute for arbitration.

Unresolved dispute between the contractor and employer shall be referred to arbitrators to be appointed in accordance with the provisions of the arbitration and conciliation Act, 1996 or statutory amendments and modifications thereof. Arbitration shall be held in **Tuticorin**. The arbitration proceedings shall be in **English**.

The disputes so raised shall be referred to a panel of three Arbitrators, of which one to be appointed by the VOCPA and other by the contractor. The presiding arbitrator will be appointed by the arbitrators appointed by both the parties herein. The Arbitration proceedings shall take place in Tuticorin or Administration building, VOCPA, Tuticorin only and same shall be under Jurisdiction of Court of Tuticorin

11 LANGUAGE

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

12 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.

13 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.

14 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.

15 ADDRESS

GST address will be considered for all future correspondence as per **Annexure-4**.

16 PROTECTION OF ENVIRONMENT

All measures and aspects to be adapted to protect the environment.

17 SAFETY REGULATIONS

Working personnel should wear proper diving equipment's and follow the safety regulations. The contractor shall be responsible for the safety of all activities at the Site.

- 18 STAFF PASS**
Port Entry Passes for the diver and equipment's has to be arranged by the contractor.
- 19 PERFORMANCE SECURITY**
- 19.1** Performance Security should be **10% of Total Contract value + Applicable 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 Scheduled Bank or payment online in an acceptable form within **28 days** of issue of Work Order. 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.
- 19.2** 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.
- 19.3** 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.
- 19.4** Failure of the successful bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award of work.
- 19.5** "**Performance Security**" shall be released after satisfactory completion of contract period.
- 20** The staff shall be deemed to be **under the control and supervision of the contractor 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.
- 21** 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 Port property or permit or offer the same as aforesaid.
- 22** In case the Port receives complaints of indiscipline, refusal to carry out the orders of proper authority or indulging in illegal activities, the concerned personnel shall not be allowed inside wharf and this personnel shall be replaced within 24 hrs.

23 PAYMENTS

- a) At the end of each act, the contractor shall submit a bill to the Deputy Conservator, Marine Department in quadruplicate (as may be prescribed in this regard) detailing his claims during the act, for arranging payment. Payment will be made on act basis.
- b) The bill / invoice should clearly indicate the contractor's PAN, GST Registration Number etc.
- c) **The invoice should contain the following information:**
- d) Name of the customer: **V.O. CHIDAMBARANAR PORT AUTHORITY**
GSTIN of customer: **33AAALT0206D1ZP**
- e) GST will be paid extra as applicable.
- f) Taxes such as INCOME TAX etc. as applicable will be deducted from the contractor's bill.
- g) **NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS.**
- h) **Payment will be made only in INDIAN RUPEES.**
- i) 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.

24 PRICES

The bidder should make sure that their offer is firm and without any condition which will have any financial implication. Only the price that appears in the Price bid will be considered.

25 DEVIATION

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

26 ALTERATION

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

27 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.

28 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.

29 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 shall be forfeited.

30 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.

Section-V

SCOPE OF WORK

- a. Firm should be IRS or any other classification society (IACS) approved.
- b. The Diving work is to be carried out by the experienced divers at the earliest possible.
- c. Any damage to the port properties during inspection will be at contractor's account.
- d. All measures and aspects to be adapted to protect the environment. Working personnel should make use of the proper PPE and follow safety regulations.
- e. One act means fastening rope or wire rope to the eye of the sinker at a depth up to 16 metres successfully. The work will be carried out during suitable weather.
- f. The suitable diving equipment's, ropes, and any other necessary materials / equipment, aquatic diver and labours required for the hooking the sinker shall be arranged by the contractor. The work boat with crew will be provided by the Port.
- g. The bidder should possess valid diving license for the divers and certified equipment's to carry out the job.
- h. If the works carried out by contractor are not found satisfactory, the contractor has to rectify the same immediately at their cost.
- i. All the safety measures as per safety Regulations and other rules and regulations of the port should be strictly followed by the contractor's labours/workers/crew during the period of works.
- j. The work should be started as per the instruction given by Engineer In-charge within 30days from the date of issue of the work order.
- k. The Aquatic Diver shall be made available at VOCPA site on 24hrs notice, receiving communication from Engineer In-charge.
- l. VOCPA will not take any responsibility for the Crew/Divers/ during the Hooking/ unhooking the sinker in Zone A channel buoy" for replacing work.

1.MANAGER/SUPERVISOR

The contractor shall provide a Manager/ Supervisor at their cost with the decision making capabilities who shall be responsible for all the operations, documentations, communications & co-ordinations with the Port.

2.CREW WAGES AND INSURANCE:

The contractor shall pay the wages as applicable to the statutory requirements to the diver engaged by them and shall take the insurance policy covering all type of risks for all employees engaged by them.

34 PENALTY

PENALTY FOR DELAYING COMMENCEMENT OF CONTRACT

i. The successful bidder shall be ready to commence the contract as and when required by the Port from 30th day of issue of Work Order. If the successful bidder fails to comply the readiness as mentioned above, penalty will be imposed @ 5% of quoted rate per day + GST or part thereof for the delayed period till 3 days (penalty period). If the work is not commenced within **33 days** (30 days from the date of issue of Work Order + 3 days penalty period), the contract shall be liable to be terminated and the EMD/Performance Security will be forfeited.

PENALTY ON NON COMPLETION OF THE WORK DURING THE CONTRACT PERIOD

In case, the Aquatic Diver, Labour, Tools & Tackles and Equipment's are not made available at VOC Port site within 24 hrs of intimation given by the Engineer In-charge to the firm, the contractor shall provide alternate similar model equipment's and aquatic diver with adequate tools & tackles at his own cost immediately, failing which a penalty equal to 5% of hire charges per act will be deducted from the bill submitted by the contractor subject for delay per day to a maximum of 10% of hire charges per act.

However if the contractor is not providing Aquatic Diver with Tools & Tackles and Equipment's as per the contract even after a lapse of 3 days (24Hrs notice + Two days penalty duration the contract is liable to be terminated, subject to decision of the Management.

3.PRICE BID EVALUATION:

Price bid of those bidders, who have qualified techno-commercially, will be opened and rate per Act (Diving Operation) for evaluation will be calculated.

The rate quoted by the L1 bidder (Lowest bidder) will be considered as Successful bidder.

4.MOBILIZATION & DEMOBILIZATION

The contractor shall bear all expenses for mobilization and de-mobilization of diving equipment's and the crew.

a. 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 Port. However, there shall be no claim for employment or any other monetary benefits from the Port.

b. The Port Authority reserves the right to cancel the contract without assigning any reason thereof and without any liability by giving 30 days advance notice

due to non-satisfactory performance / deviation from tender conditions, in execution of contract.

5.The Employer (VOCPA) shall not be responsible and liable for any damage / accident / loss / death / compensation payable to any workman or other person in the employment of the contractor / injury suffered by any of the contractor's staff due to errors of the Supervisor / staff or any reason whatsoever.

6. Employer Liability Insurance (IF APPLICABLE): The Contractor shall indemnify and keep indemnified the Employer i.e. VOCPA against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof on in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contractor's bills an amount that employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor.

7.The Contractor shall comply with the all applicable Central / State and Municipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract "Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Tamilnadu Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act, as applicable. The Workman Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force of these are applicable. Any obligations finding or otherwise missed under any statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the VOCPA will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work as applicable.

42 The Contractor is liable to pay all Statutory Compensation of the Labourers / persons engaged by him for the satisfactory execution of the works, as applicable. Any claim made against V.O. Chidambaranar Port Authority on this work will not be considered.

Signature of the Bidder with stamp

Section - VI

Annexure-1
(Page1 of 1)

GENERAL INFORMATION

Company Name:

- 1. Head Office address :
Fax No :
Telephone No :
E-Mail ID :

- 2. Regional office address (if any) :
Fax No :
Telephone No :
E-Mail ID :

- 3. Local office address (if any) :
Fax No :
Telephone No :
E-Mail ID :

- Main lines of business :
- 1. Since:
 - 2. Since:
 - 3. Since:
 - 4. Since:
 - 5. Since:
 - 6. Since:
 - 7. Since:
 - 8. Since:

*Attach copy of certificate of registration and Ownership

Signature

Seal

(To be in the Firm's letter head)

Date:.....

SIMILAR WORK EXPERIENCE

The Bidders experience in similar work carried out each in any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalised Banks / Public Limited or Private Limited Companies, etc., for evaluating the Eligibility Criteria for pre-qualification to be provided using the format as below:

Details of Similar Work Experience

Sl. No	Name of work	Value of work executed (in Rs.)	Work order reference No.	Contract period		Date of completion certificate	Name and address of the client	Uploaded page no. reference
				Commencement	completion			
1								
2								
3								

Yours faithfully,

(Signature of Authorized Person)

Place:

Name

Date:

Designation

Business Address:

.....

Seal

Instructions:

1. The single entity Bidder/ each member of consortium should furnish its details in the appropriate column.
2. To be certified according to provision of clause 1.4b of Section-I(NIT) of the Tender Document.

SCHEDULE OF NO DEVIATION

This is with reference to Tender No....., for
“.....”

I/We, (Name of the Bidder / Authorised Representative of the Bidder) of M/s..... (Name of the organisation), hereby certify that there is no deviation from the Tender conditions either technical or commercial or tender enquiry and I/We am/are agreeing to all the terms and conditions mentioned and comprised in relation to the above-mentioned Tender.

Yours faithfully,

(Signature of Authorized Person)

Place: Name
Date: Description
Business Address:
.....
Seal

Witness with signature

1) Name & Address

2) Name & Address

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

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

E-PAYMENT FORM**ANNEXURE-4**

To

The Financial Advisor & Chief Accounts Officer,
VO.CHIDAMBARANAR PORT AUTHORITY,
Tuticorin.

Sir,

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

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

Yours sincerely,

(Signature of Contractor)

LETTER OF APPLICATION

Registered business name :

Registered business address :

Telephone :

Fax :

E – Mail :

To

The Deputy Conservator,
V.O. Chidambaranar Port Authority,
Tuticorin 628 004.
INDIA.

Sir,

1. We hereby apply to be bidder To provide aquatic diver with adequate tools and tackles for retrieval of sinker from the seabed in navigational channel at a depth up to 16m for the Marine Department for the period of 2 years extendable by 1 year.

2. We authorize V.O. Chidambaranar Port Authority or it's authorize representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this purpose, we hereby authorize any public official, engineer, bank depositor, manufacturer, distributors, etc. or any other persons or firm to furnish pertinent information deemed necessary and requested by V.O. Chidambaranar Port Authority to verify statements and information provided in this application or regarding our competence and standing.

3. The names and positions of persons, who may be contacted for further information, if required, are as follows:

- (a) Technical
- (b) Financial
- (c) Personnel

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

(Page2 of 2)

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

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

Yours faithfully,

(Authorised representative of
applicant)

Date:

Encl: 1.

2.

3.

Power of Attorney for signing the document

Know all men by these presents, we..... (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms (name), son/daughter/wife of and presently residing at

....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of , as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre- qualification and submission of our bid for the “-----

-----” proposed or being developed by the V.O.Chidambaranar Port Authority (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bid Agreement and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Contract and/ or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

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

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

For

.....

Witnesses: 1.

(Signature, name, designation and address)

2.

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

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

a) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

b) For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

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

To

Deputy Conservator,
VO.Chidambaranar Port Authority.
Tuticorin – 4

Sir

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

Tender Reference No: -----

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

Yours Faithfully

(Signature of the Bidder with Official Seal)

DECLARATION OF AUTHORISED REPRESENTATIVE

(To be provided in non-judicial stamp paper with denomination not to be lesser than Rs.100/-)

(Separate Forms to be submitted for each Signatory with details of Proprietor or Partner or Managing Director)

I/We,..... (Name)being the (Partners/Karta/Managing Directors and whole time Director/Members of Managing Committee of Associations/Board of Trustees etc.) of..... (Name of the Bidder), hereby solemnly affirm and declare that the (Authorised Signatory) is hereby authorized, vide resolution No. (Resolution Number)dated..... (Resolution Date) (Copy submitted herewith), to act as an authorized signatory for the business..... (Name of the Bidder) for which submission of bid is being filed under the tender. All his actions in relation to this tender will be binding on me/us.

Signature of the person competent to sign

Name:

Description:

Name of the Business Entity:

Acceptance as an Authorized Signatory

I (Authorised Signatory)hereby solemnly accord my acceptance to act as authorized signatory for the above referred business and all my acts shall be binding on the business.

Signature of Authorised Signatory

Name:

Description:

Place:

Date:

Note:

1. For the purpose of this tender and the Agreement, the tender, forms, Agreement and other documents shall be signed only by the persons, who are themselves in a position to undertake the work and possessing all other resources required for the purpose. The tender shall contain the name, residence and place of business of the person or persons submitting the tender and shall be signed by the Bidder with his usual authorized representatives followed by the name and Description of the person signing the document along with a copy of the partnership deed. A copy of the constitution of the firm with the names and addresses of all the partners shall be furnished.
2. Tender by a corporation shall be signed in the name of the corporation by a duly authorized representative, and a power of attorney in that behalf shall accompany the tender. In the case of company, a copy of the Memorandum and Articles of Association shall be furnished.
3. Tenders may be submitted by agents on behalf of their principals, but in such cases the Board reserves the right to enter into contract with the principals, Director, with the principals and agents jointly as deemed appropriate.

FORMAT FOR SIGNING AGREEMENT
(To be executed in Rs.100/- non-judicial stamp paper)
V.O. CHIDAMBARANAR PORT AUTHORITY
MARINE DEPARTMENT

THIS AGREEMENT made thisday of2024 (Two thousand.....) between the Board of the Port of V.O.Chidambaranar, a body corporate under Major Port Authority Act,2021 (hereinafter) called the 'Board' which expression shall, unless excluded by or repugnant to the context, be deemed to include the successors in office on the part AND

..... (Hereinafter) called the 'Operator' which expression shall, unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or successors in office on the other part.

WHEREAS the Board of the Port of V.O. Chidambaranar is desirous of hiring deep diver for Buoy retrieval as per terms of reference.

WHEREAS the Contractor has offered to supply diver for Buoy work and whereas the Board has accepted the tender of the Contractor and WHEREAS the Operator has furnished a sum of Rs..... (Rupees) as Earnest Money Deposit at the time of tendering, which will be released after the submission of Performance Security (i.e. 10% of the Contract value) as per clause 2.6 - Instructions to Tenderers.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

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

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

- | | | | |
|----|---------------------------------------|---|-------------|
| 1. | Tender Notice | - | Section I |
| 2. | Important Instruction of E Submission | - | Section II |
| 3. | Instruction to Bidders | - | Section III |
| 4. | General Conditions of contract | - | Section IV |
| 5. | Scope of Work | - | Section V |
| 6. | Annexures | - | Section VI |
| 7. | Price Schedule | - | Section VII |

The Operator hereby covenants with Board of V.O. Chidambaranar Port Authority to "To provide aquatic diver with adequate tools and tackles for retrieval of sinker from the seabed in navigational channel at a depth up to 16m for the Marine Department for the period of 2 years extendable by 1 year on hire basis in conformity with the terms of reference and provision of the Agreement.

The Board of V.O. Chidambaranar Port hereby covenant to pay the Operator in consideration of the: "To provide aquatic diver with adequate tools and tackles for retrieval of sinker from the seabed in navigational channel at a depth up to 16m for the Marine Department for the period of 2 years extendable by 1 year" total value of Rs..... (Rupees..... only) which includes all taxes, duties, etc. as leviable on date in consideration of To provide aquatic diver with adequate tools and tackles for retrieval of sinker from the seabed in navigational channel at a depth up to 16m for the Marine Department in the manner prescribed by the Contract. The Board shall pay to the Operator the contract price as stated in Section XI. (Price Schedule)

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

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

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

And

The Chairperson thereof has set his
CHAIRPERSON OF THE hand in the presence of BOARD OF TUTICORIN.
(witness with addresses)

Signed and sealed by

The OPERATOR in the presence of
OPERATOR.

(witness with addresses)

**SPECIMEN FORM OF BANK GUARANTEE BOND FOR PERFORMANCE
SECURITY**

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

1. In consideration of the Chairperson representing the Board of of V.O.Chidambaranar Port (hereinafter called the Port) having agreed to exempt (hereinafter called " the said Operator(s)" from the demand under the terms and conditions of contract awarded in No..... dated made between and for(hereinafter called "the said Agreement") of Performance Security for the due fulfillment by the said Operator(s) of the terms and conditions contained in the said agreement, on production of Bank Guarantee for Rs.....(Rupees..... only) we,(hereinafter referred to as "the Bank") at the request of Contractor(s) do hereby undertake to pay to the Port an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by the Port by reason of any breach by the said operator(s) of any of the terms or conditions contained in the said agreement.

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

3. We, Bank Limited, undertake to pay to the Port any money so notwithstanding any dispute or disputes raised by the contractor(s) in any suit or producing before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

5. We,.....(indicate here the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Port under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Marine Department, V.O.Chidambaranar Port Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said operator(s) and accordingly discharges this guarantee.

Unless a demand or claim under this guarantee is made on us in writing within six months from the date of expiry of the validity of the guarantee period we shall be discharged from all liability under this guarantee thereafter provided further that the Bank shall at the request of

the Port but at the cost of contractors renew or extend this guarantee for such further period or periods as the Port may require.

6. We,(Indicate here the name of the Bank) further agree with the Port, that the Port shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time from time to time any of the powers exercisable by the Port against the said operator(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said operator(s) or for any forbearance, act or omission on the part of the Port, or any indulgence by the Port to the said operator(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect so relieving us.

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

8. We,..... (Indicate here the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Port in writing.

9. This guarantee is valid up to (period)

Dated theday of 2024

of for

.....

(Indicate here the name of the Bank)

FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

KNOW ALL BY THESE PRESENT that (Name of Bank)

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

WHEREAS Board of V.O.Chidambaranar Port Authority constituted under the Major Port Authoritys Act, 2021 (hereinafter called the board which expression shall unless repugnant to the context of meaning thereof be deemed to include its successors and assigns) had invited tenders for (Name of work)

.....
.....(hereinafter called Tender) as per conditions of the contract, scope of work, Bill of Quantities and specifications covered under the 'Tender'.

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

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

.....) only.

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

NOW THIS INDENTURE WITNESSETH that the said Bank doth hereby stand surety for the said sum of Rs. (Rupees

..... only) AND DOTHEREBY GUARANTEE TO AND COVENANT WITH AND irrevocably agree to pay to the Board upon demand in writing referring to the terms & conditions of the contract and without questioning the right of the Board to make such demand or the propriety or legality of such demand such sum or sums not exceeding in the whole a sum of Rs. (Rupees

..... only) as may be payable to the Board by the tenderer by reason of withdrawal of his Tender within the validity period

Or

the tenderer makes any modifications in the terms & conditions of his Tender before the expiry of 120 days from the last date of submission of the tender or such time as may be extended by the Board to which tenderer has agreed in writing,

Or

In the event of the tender being accepted by the Board but the tenderer fails to enter into a contract

Or

In the event of the tender being accepted by the Board and the tenderer fails to furnish the performance guarantee as per the terms of the contract in respect of which the decision of the Board shall be final all legally binding.

The said Bank doth further covenant and declare that this security is irrevocable and shall remain in force up to and inclusive of the day of..... 2024.

And

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

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

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

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

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

Notwithstanding anything contain herein:

- i. Our liability under this Bank Guarantee shall not exceed **(EMD amount)**.

ii.) Rs.....(Rupees. only.

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

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

IN WITNESS WHEREOF, the duly constituted Attorney(s) of the Bank has/have hereinto set his /their hands and seals on the..... day
of 2024 **(Date of the B.G.)**

SIGNED SEALED AND DELIVERED

by the within named

through its duly constituted Attorney

Mr.

&

in the presence of

.....

Bid Securing Declaration Form

Tender No. MAR-TECH0NAVA(SBUW)/2/2024-MarineHM

Date:

To

The Deputy Conservator,
Marine Department,
V.O. Chidambaranar Port Authority
Tuticorin 628 004.

I/We. The undersigned, declare that:

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

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

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

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

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

Dated on..... day of (Insert date of signing)

Corporate Seal (where appropriate)

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

Section –VII
PRICE BID

Validate

Print

Help

Item Rate BoQ

Tender Inviting Authority: Deputy Conservator

Name of Work: To provide aquatic diver with adequate tools and tackles for retrieval of sinker from the seabed in navigational channel at a depth up to 16m” for the Marine Department for the period of 2 years extendable by 1 year

Contract No: MAR-TECH0NAVA(SBUW)/2/2024-MarineHM.

Name of the Bidder/
Bidding Firm /
Company :

PRICE SCHEDULE

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

NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quoted Currency in INR / Other Currency	RATE PER ACT In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	4	55
1	Rate per Act (Diving Operation)	INR		0.00	INR Zero Only
Total in Figures				0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only			

