

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

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

**e-Tender ID no. 2025\_VOCPT\_231164**



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

***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 a period of 2 years extendable by 1 year”**

<b>Estimated Amount</b>	<b>Rs.1,20,000/- Excluding GST</b>
<b>E.M.D</b>	<b>Rs.2,832/-</b>

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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# 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](http://www.vocport.gov.in)

1. V.O. Chidambaranar Port Authority invites electronic tenders (Two Cover System) from eligible bidders for the work "**Providing 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 a 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	<b>MAR-TECH0NAVA(SBUW)/2/2024-MarineHM</b>
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	<b>"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 a period of 2 years extendable by 1 year"</b> .
Estimate value	<b>₹1,20,000/-</b> excluding GST.
Earnest Money Deposit (EMD)	<b>₹2,832</b>
Downloading of Tender documents start date	25/03/2025 @1500 hrs
Seek clarification start date	25/03/2025 @1500 hrs
Seek clarification end date	01/04/2025 @ 1500hrs
Pre-bid meeting date	01/04/2025 @ 1530hrs
Bid submission start date	25/03/2025 @1500 hrs
Bid Submission closing date	15/04/2025 @ 1500hrs
Bid opening date	16/04/2025 @ 1530hrs
Bid Validity period	120 days from the date of opening the technical bid
Contract period	<b>2 years extendable by 1 year</b>
Readiness to Commence the work	Within <b>30 days</b> from the date of issue of work order.
Type of bid	Two cover system

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

Note: Amendments to the tender (if any) / Corrigendum / Addendum etc. will be issued only through web site [www.vocport.gov.in](http://www.vocport.gov.in) and on CPP Portal (Central Public Procurement Portal) [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app)

**Deputy Conservator**

## IMPORTANT GUIDELINES TO TENDERERS FOR E-TENDRING.

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. <b>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.</b>
4	DSC 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 <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> or <b>www.vocport.gov.in</b> . 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 <b>EMD</b> 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	<b>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.</b> 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	Tender form Fee shall be submitted with the Part I- 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.

24	<b>If the successful bidder fails to sign the agreement within the stipulated time, the contract shall be cancelled.</b>
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.
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 web site mentioned in NIT. As such, BIDDERS are requested to see the web site 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 web site. Please see websites of VOCPA / CPP.
33	<b><u>PRE-BID QUERIES</u></b> i. Up load their questions/queries in the CPP Website. 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 <a href="mailto:hm@vocport.gov.in">hm@vocport.gov.in</a> so that the queries can be attended to. The pre-bid queries will be received up to <b>01/04/2025</b> at <b>1500 hours</b> . <b>The pre-bid queries will not be entertained after the cutoff date &amp; time.</b> iii. 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 Port and CPP websites. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.  <b>Prebid meeting:</b> Prebid meeting will be held in the chamber of <b>Harbour Master</b> , Marine Department, VOCPA, Tuticorin on <b>01/04/2025</b> at <b>1530 hours</b> with the representatives of the firms who wish to attend the meeting.
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. <b><a href="http://www.eprocure.gov.in/eprocure/app">www.eprocure.gov.in/eprocure/app</a> of CPP Portal.</b>
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	<b><u>Nodal Officer:</u></b> The <b>Assistant Engineer</b> , Marine Department, VOC Port Authority, Tuticorin-628004. Email id: <b><a href="mailto:r.guruswamy@mail.vocport.gov.in">r.guruswamy@mail.vocport.gov.in</a></b> , Ph: <b>0461-2372607</b>
40	<b>BOQ</b> format available in “ <b>BOQ</b> ” Section of CPP website.



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

**Minimum Qualification Criteria of the bidders (MQC):**

<b>1</b>	<p><b>AVERAGE ANNUAL TURNOVER</b> Average Annual Financial Turnover during the last three years ending <b>31st March 2024</b>, should be at least <b>₹36,000/-</b>.</p> <p>Bidders have to submit the following: <b>Audited Financial Statements</b> for the last three financial years [2021-22, 2022-23 and 2023-24] i.e. balance sheets, profit and loss statements, duly sealed and signed by <b>Chartered Accountant</b>.</p>						
<b>2</b>	<p>The BIDDER shall have <b>SUCCESSFULLY COMPLETED</b> the <b>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.</b> during last <b>07 (Seven) years</b> ending on <b>last day of month previous to the one in which tenders are invited</b>, should be either of the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">One similar completed work costing not less than <b>(OR)</b></td> <td style="text-align: right;"><b>Rs.96,000/-</b></td> </tr> <tr> <td>Two similar completed works each costing not less than <b>(OR)</b></td> <td style="text-align: right;"><b>Rs.60,000/-</b></td> </tr> <tr> <td>Three similar completed works each costing not less than</td> <td style="text-align: right;"><b>Rs.48,000/-</b></td> </tr> </table> <p>Bidder should have <b>GST registration</b> and copy of same to be submitted.</p> <p><b>"Similar Work" means</b></p> <p>“The bidder should have experience in “Diving operations for buoy retrieval work”</p> <p style="text-align: center;">Or</p> <p>“The bidder should have experience in “Diving service for under water inspection of any Ships / Launches / vessel”</p> <p style="text-align: center;">Or</p> <p>The bidder should have experience in “Annual Maintenance Contract of Navigational Aids / Buoys”</p> <p>The BIDDERS shall enclose the self-certified copy of supporting documents, if not, originals to fulfill the eligibility criteria for <b>Minimum Qualification Criteria</b> viz. <b>LOA/Work Order/Agreement</b> copies for similar works, <b>Satisfactory Work Completion Certificates</b> from client’s letter head <b>(Not in bidder’s letter head)</b> indicating <b>contract period</b> and <b>Total executed contract value excluding GST</b>.</p> <p>In case of experience in Private Co., the bidder has to submit TDS certificate for the past experience &amp; TDS certificate towards the proof of payment received from the clients to be submitted.</p>	One similar completed work costing not less than <b>(OR)</b>	<b>Rs.96,000/-</b>	Two similar completed works each costing not less than <b>(OR)</b>	<b>Rs.60,000/-</b>	Three similar completed works each costing not less than	<b>Rs.48,000/-</b>
One similar completed work costing not less than <b>(OR)</b>	<b>Rs.96,000/-</b>						
Two similar completed works each costing not less than <b>(OR)</b>	<b>Rs.60,000/-</b>						
Three similar completed works each costing not less than	<b>Rs.48,000/-</b>						

**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:**

**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**.

**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 **15/04/2025** 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, 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 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 **₹2,832/-** 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 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.

## **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 **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 (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.

**2.15 CONTRACT PRICE**

The BIDDER shall fill up the Price Schedules against Bill of Quantities in CPP Portal. 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 uploaded with the following documents duly sealed and signed in all pages.**

<b>1</b>	The tender shall be accompanied by Earnest Money Deposit of <b>₹2,832/-</b> 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 <b>EMD</b> 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>2</b>	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.
<b>3</b>	<b>Power of Attorney</b> as per <b>Annexure 6</b> or <b>Firm's Power of Attorney</b> to be submitted.  The <b>Proprietorship firm</b> need not submit " <b>Power of Attorney</b> " however, firm has to submit the <b>Declaration</b> as per <b>Annexure- 8</b> .
<b>4</b>	<b>Audited Financial Statements</b> for the last three financial years [2021-22, 2022-23 and 2023-24] i.e. balance sheets, profit and loss statements, duly sealed and signed by <b>Chartered Accountant</b> . Average Annual Financial Turnover is calculated as follows: Annual Turnover of 2021-22 = <b>A</b> Annual Turnover of 2022-23 = <b>B</b> Annual Turnover of 2023-24 = <b>C</b>

	<b>Average Annual Turnover = <math>\frac{A+B+C}{3}</math></b>
<b>5</b>	Experience on similar works as per Clause 2 of MQC executed during the last three years ending on last day of month previous to the one in which tenders are invited.
<b>a</b>	The document/s ( <b>LOA / Work Order / Agreement</b> ) submitted shall clearly indicate the <b>Contract Price and Contract Period</b> .
<b>b</b>	<b>Satisfactory Work Completion Certificate</b> from <b>client's letter head</b> (Not in bidder's letter head) shall clearly indicate the total executed <b>Contract Price and Contract Period</b> .
<b>6</b>	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.
<b>7</b>	GST Registration certificate. <b>The tender not accompanied with GST Registration certificate is liable to be rejected.</b>
<b>8</b>	PAN Card Copy
<b>9</b>	General Information ( <b>Annexure -1</b> ).
<b>10</b>	<b>Similar Work Experience (Minimum Qualification Criteria)</b> of BIDDERS ( <b>Annexure -2</b> ) to be typed in Bidder's Letter Head.
<b>11</b>	<b>Undertaking (Annexure -3)</b>
<b>12</b>	<b>Covering letter(Annexure -4)</b>
<b>13</b>	<b>E-Payment Form (Annexure -5)</b>
<b>14</b>	<b>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.</b>
<b>15</b>	<b>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.</b>
<b>16</b>	1) Technical offer with <b>counter condition</b> shall be liable for <b>rejection and disqualification</b> . 2) <b>All Annexure to be neatly typed in firm's letter head and submitted.</b>

#### **Techno-commercial Pre-Bid Enquiries / Clarification**

**2.17** 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 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.
- 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 online.

**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, 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.**
- 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.**

# **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:

**"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.

**"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.

**"Contract"** means and includes Tender Documents, Instructions to BIDDERS, General Conditions of Contract, any amendments thereto, Bid, Work Order and the Contract Agreement.

**"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.

**"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.

**"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.

The **"Site"** shall mean the area of working place.

**"Approved" or "Approval"** shall mean approval in writing.

**"Month"** shall mean English Calendar Month.

**"Engineer in-charge / representative"** shall mean any officer / Engineer authorized by Dy.Conservator for purpose of this contract.

**"SOT"**: Schedule of Tender

**VOCPA or Port** means V.O. Chidambaranar Port Authority.

## **2 READINESS TO COMMENCE THE CONTRACT**

The successful bidder shall be ready to carry out the contract (diving operation) as and when required by the Port **within 30 days** 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.

### 3 **CONTRACT PERIOD**

The contract period is for **02 (Two) years** from the date of readiness to commence the 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.

**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.**

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.

### **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 - 5**) for

opting e-payment.

**15 ADDRESS**

GST address will be considered for all future correspondence

**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 PASS**

**Free Port Entry Passes** for the personnel / diver and equipment's will be provided by VOCPA. However, the contractor has to follow the procedure to receive the Pass for the Personnel and equipment.

**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. The BG with a validity of two years with a claim period of 3 months can also be submitted.

**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.

**19.6** In case non availability of Bank Guarantee in time, the contractor can also deposit the Performance Security amount in VOCPA bank account to avoid penalty. This amount will be refunded after submission of Bank Guarantee.

## 20 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:**  
Name of the customer: **V.O. CHIDAMBARANAR PORT AUTHORITY**  
GSTIN of customer: **33AAALT0206D1ZP**
- d GST will be paid extra as applicable.
- e Taxes such as INCOME TAX etc. as applicable will be deducted from the contractor's bill.
- f **NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS.**
- g **Payment will be made only in INDIAN RUPEES.**
- h 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.

21 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.

22 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.

23 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.

## 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 contact 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.

**31 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 hooking the sinker shall be arranged by the contractor. The work boat with crew will be provided by the Port at free of cost.
- 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 contractor should be ready to commence the contract 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 through communication from Engineer In-charge.

**32 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.

**33 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**

**a PENALTY FOR DELAYING IN READINESS TO COMMENCE THE CONTRACT**

The successful bidder shall be ready to commence the contract as and when required by the Port **within 30 days** from the date 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.

**b 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 on each day 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 and Bank Guarantee will be forfeited subject to decision of the Management.

### **35 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.

### **36 MOBILIZATION & DEMOBILIZATION**

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

**37** 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.

**38** 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.

**39** 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.

**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.

- 40 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.
- 41** 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. This clause is subject to applicability.

Signature of the Bidder with stamp

## Annexure .1

<b>GENERAL INFORMATION</b>
Date: Tender No.:
1. Bidder's Legal Name -----
2. Bidder's actual or intended Country of Registration: -----
3. Bidder's Year of Registration: -----
4. Bidder's Legal Address in Country of Registration: -----
<b>5. Bidder's Authorized Representative Information</b>

Name of the Authorized Representative: -----	
Name of the firm: -----	
Address: -----	
Telephone/Fax numbers: -----	
Email Address: -----	
6. Attached are copies of original documents of	
<input type="checkbox"/> <u>PAN NUMBER</u> <input type="checkbox"/> <u>GST Registration Numbers</u>	
(Authorised Signatory)	Company Seal:

COMPANY SEAL with date

SIGNATURE OF TENDERER

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

**Annexure .2**

**MINIMUM QUALIFICATION CRITERIA OF BIDDERS**

<b>1.</b>	<b>List of all Completed Contracts during the last Seven (07) years</b>				
Sl. No.	Nature of Work	Total value (in INR)	Contract Period		Name & address of clients
			From	To	
<b>a)</b>	<b>Work Order for each completed work is to be enclosed.</b>				
<b>b)</b>	<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, Total Contract Amount in INR.</b>				
<b>c)</b>	<b>The copy of TDS Certificate is to be enclosed for confirmation of the total contract amount of work carried out for which Work Completion Certificate is submitted.</b>				

<b>2 Existing commitments and ongoing works</b>						
	1	2	3	4	5	
Sl.No.	Description of work	Contract No. date	Name of the client	Contract value	Period of contract	
					from	to

COMPANY SEAL with date

SIGNATURE OF TENDERER

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

**Annexure .3**

## **UNDERTAKING**

This is to certify that the contents of the downloaded **Tender Document** along-with **Prebid Clarifications, Corrigendum, Addendums etc.** 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 a period of 2 years extendable by 1 year”** have not been altered, in any form by us.

COMPANY SEAL with date

SIGNATURE OF TENDERER

**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,  
V.O. Chidambaranar Port Authority,  
Tuticorin 628 004.  
INDIA.

Sir,

Sub: Submission of Technical Bids

Ref: Tender No..... 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 a period of 2 years extendable by 1 year”

Please find attached herewith the following enclosures

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

COMPANY SEAL with date

SIGNATURE OF TENDERER

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

## Annexure .5

### E Payment Form

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	
12.	Bank IFSC Code No.	
13.	GST Registration No.	
14.	PAN Card No.	

COMPANY SEAL with date

SIGNATURE OF TENDERER

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



## Annexure - 6

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

### FORMAT OF POWER OF ATTORNEY

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.

\*\*\*\*\*

## **Declaration**

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

COMPANY SEAL with date

SIGNATURE OF TENDERER

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

## Annexure - 8

### Declaration

(In case of Proprietorship firm)

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

SIGNATURE OF Proprietor of the Company / Firm.

COMPANY SEAL with date

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

**SPECIMEN FORM OF CONTRACT AGREEMENT**

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

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

THIS AGREEMENT made this .....day of ..... 2025 (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
2. Important Instruction of E Submission
3. Instruction to Bidders
4. General Conditions of contract
5. Scope of Work
6. Annexures
7. Price Schedule

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

**For and on behalf of the PORT**

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

in the presence of [insert identification of official witness]

**For and on behalf of the Contractor**

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]

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

(To be executed on Rs.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 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

(Page 2 of 2)

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. **“Notwithstanding anything contained herein:**

- a) **Our liability under this Bank Guarantee shall not exceed Rs.\_\_\_\_\_ (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).”**



**FORM OF BANK GUARANTEE FOR EMD**

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

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

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

Beneficiary: Board of Trustees of the VOC Port Authority, Harbour Estate, Tuticorin-628004

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:

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

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 otherwise extended or informed by the Employer/ Board:

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

a) 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) 3 months after the expiration of the Tenderer's Tender validity (120 days) 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]*

**VOCPA BANK DETAILS  
FOR REMITTING EMD**

Name of Payee: **The FA & CAO,**

1	Name of the Bank:	INDIAN OVERSEAS BANK
2	Bank A/C No.	<b>014301000000001</b>
3	IFSC Code:	IOBA0000143
4	MICR Code:	627020027

## PRICE BID

A	B	D	E	M	BA	BC	BD	
<div style="display: flex; justify-content: space-between;"> <span>Validate</span> <span>Print</span> <span>Help</span> </div>		<b>Item Rate BoQ</b>						
Tender Inviting Authority: Deputy Conservator, VOC Port Authority								
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 a period of 2 years extendable by 1 year"								
Tender No: MAR-TECH0NAVA(SBUW)/2/2024-MarineHM								
Name of the Bidder/ Bidding Firm / Company :								
<b>PRICE SCHEDULE</b> <small>(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)</small>								
NUMBER #	TEXT #	NUMBER	TEXT #	NUMBER #	NUMBER #	TEXT #		
Sl. No.	Item Description	Quantity	Units	RATE PER ACT In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words		
1	2	3	4	13	53	55		
1	HIRE CHARGES							
1.01	Rate per Act (Diving Operation) excluding GST	1.000	ACT		0.00	#NAME?		
<b>Total in Figures</b>					0.00	INR Zero Only		
<b>Quoted Rate in Words</b>				INR Zero Only				

Active  
Go to P

NOTE: Price bid evaluation will be as per Clause No:35 of GCC.