

Bid Document

Tender Name	Procurement of Marine quality Paints for Navigational Buoys and Navigation light towers
Estimated Value	Rs.5,99,640/- plus applicable GST
EMD	<p>Rs.12,000/- (Rupees Twelve Thousand only)</p> <p>The bidder other than an MSE Unit should pay the EMD through online payment gateway mode in CPP E-tendering Portal. Otherwise, his/her/their tender will be rejected. EMD in the form of cash/Demand Draft or any other form shall not be accepted.</p> <p>The MSEs are required to furnish relevant valid Certificate for claiming exemption. This valid certificate shall be uploaded in the Bid, failing which the Bid shall not be evaluated.</p>
Bid Offer Validity (From End Date)	120 (Days)
Document required from seller	<ol style="list-style-type: none">1. Certificate from Authorized dealer (or) representative from manufacturer/ seller Marine paint.2. Compliance letter regarding the acceptance to supply the materials as per BOQ and specifications.3. Copy of GST and PAN4. Bank details for making payment
Type of Bid	Single Bid
Evaluation Method	Item wise evaluation
Delivery Period	Within Three Months from date of issue of supply order

Terms and Conditions

1. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry.

No. F.1/4/2021-PPD dated 18.05.2023 OM_No. 1_4_2021_ PPD_ dated_18.05.2023, Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Compliance of Restrictions under Rule 144 (xi) of GFR 2017 as per DOE Order (Public Procurement No.4) dated 23.02.2023 (as amended from time to time)

2. Offer price: The prices of the offered Goods shall be firm and fixed at any point of time and shall be indicated in INR (₹) for each accounting unit. As such, for supply of Goods contract, no additional charges such as local levies / transportation / loading unloading charges, Transit insurance etc., shall be payable over and above the contract price.
3. Seller shall comply with all the necessary statutory compliances, including but not limited to, GST registration in line with the extant provisions of GST Act, providing GST invoices or other documentation as per GST Law relating to the supply of Goods or Services, uploading the details of the invoices, payment of taxes, timely filing of valid statutory returns for the tax period in the GST portal, etc.
4. Payment Terms: In case of goods, 100% payment will be released within ten (10) days of issue of receipt-cum-acceptance.
5. Terms of Delivery: All the Goods shall be offered on Free Delivery at Site basis including loading/unloading.
6. Delivery Period: This Delivery Period/Time shall be deemed to be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract.
7. Extension of Delivery Period and Liquidated Damages:
 - a) The original Delivery Period may be re-fixed by the Buyer without any Liquidated damages subject to Force Majeure conditions mentioned below and also on the ground/reasons of delay attributable to VOCPA.
 - b) For other cases, provided the price trend is not lower, the Delivery Period may be suitably extended for which an amount equal to the Liquidated Damages for the extended period(s) for delay in the supply of the Goods after the expiry of contract delivery period /re-fixed delivery period, shall be recovered from the Seller as mentioned hereinafter for the extended period. No increase in price on any ground after the original/re-fixed delivery date shall be admissible during such extended period(s). Nevertheless, the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.
8. Liquidated Damages: If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the

contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

9. Force Majeure Conditions: If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (but not including negligence or wrongdoing, predictable/seasonal rain) provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain.
10. Termination for Default: If the seller does not perform its obligations within the Delivery Period / Date mentioned in the Contract, the same would constitute the breach of the Contract and the Buyer shall have the right to Cancel or Withdraw the Contract for the unsupplied portion after the expiry of the original, extended or re-fixed delivery date or period stipulated in the Contract. Such cancellation of contract on account of non - performance by the Seller would entitle the Buyer to forfeit the performance security besides other actions such as debarment for specified period
11. Closure of Transaction: After satisfactory completion of all the obligations under the Contract and release of payments for the goods / services, the transaction shall be treated as closed.

Contact person:

1. The Chief Mechanical Engineer
Mechanical & Electrical Engineering Department,
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3. The Superintending Engineer (M&E),
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4. The Deputy Materials Manager,
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