

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

TENDER No. MAR-TECH/VOCPASB/2024

E-Tender document for

“Engaging 1 number of service boat at V.O. Chidambaranar Port Authority to provide anchorage service to the ships calling at V.O.C Port Authority for the period of three years”.



Global Connect

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

TENDERS WILL BE DOWNLOADED ONLINE FROM 03/07/2024 TO 27/07/2024 (up to 1530 HRS). COMPLETED TENDERS ARE TO BE SUBMITTED ONLINE ON OR BEFORE 1530 HRS on 27/07/2024 AND BIDS WILL BE OPENED AT 1530 HRS on 29/07/2024

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 " Engaging of 1 number of service boat at V.O. Chidambaranar Port Authority to provide anchorage service to the ships calling at V.O.C Port Authority for the period of three years".
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-TECH/VOCPASB/2024
Tender Type	Open 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	"Engaging of 1 number of service boat at V.O. Chidambaranar Port Authority to provide anchorage service to the ships calling at V.O.C Port Authority for the period of three years".
Estimate value	₹1,83,96,000 plus applicable GST.
Earnest Money Deposit (EMD)	₹3,67,920
Commencement of work	30 days from the date of issue of work order.
Document downloaded /sale start date	On 03/07/2024 at 1830hrs
Seek clarification start date	On 03/07/2024 at 1830hrs
Bid submission start date	On 03/07/2024 at 1830hrs
Seek clarification end date	On 11/07/2024 at 1530hrs
Pre-bid meeting date	On 12/07/2024 at 1530hrs
Bid Submission closing date	On 27/07/2024 at 1530hrs
Bid opening date	On 29/07/2024 at 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	

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
2. INVITATION TO TENDER

- 2.1 TENDER NOTICE:** Electronic Tenders (Online) are invited in two cover system on behalf of V.O. CHIDAMBARANAR PORT AUTHORITY (VOCPA) from reputed and experienced Contractors for “Engaging of 1 number of service boat at V.O. Chidambaranar Port Authority to provide anchorage service to the ships calling at V.O.C Port Authority for the period of three years”. (Tender No. MAR-TECH/VOCPASB/2024).
- 2.1.1** The tenderer must fulfil the requirements stipulated in the tender.
- 2.1.2** The tender shall remain valid for acceptance for a period of 120 days from the date fixed for the opening of the tender.
- 2.1.3** Tender Document having all details is available at the URL of the e-tender portal <https://www.etenders.gov.in> The interested tenderers are needed to register in the website name of <https://etenders.gov.in/eprocure/app>. The bid documents are required to be submitted only through online (e-mode) offered on the website <https://etenders.gov.in/eprocure/app>. Tenders in any other manner will be rejected, and no correspondence on such matter will be entertained.
- 2.1.4** The tenderer must fulfil the Minimum Qualifying Requirements and other requirements stipulated in the tender.
- 2.1.5** The tender shall remain valid for acceptance for a period of 120 days from the date fixed for the opening of the tender. The period of commencement of work is 30 days from the date of award of contract.
- 2.1.6** Tender Document having all details is available at the URL of the e-Tender Portal <https://www.tenderwizard.com/VOCPT><https://etenders.gov.in/eprocure/app>. The interested tenderers are needed to register on the website name <https://etenders.gov.in/eprocure/app>. The bids should be uploaded in electronic form only through the online e-tender portal <https://etenders.gov.in/eprocure/app>. Tenders in any other manner will be rejected and no correspondence on such matter will be entertained.
- 2.1.7** The bidders should have a valid Digital Signature Certificate (Class-II or Class-III) issued by any of the valid Certifying Authorities to participate in the online tender.
- 2.2 EARNEST MONEY DEPOSIT:**

1. ₹3,67,920/- (Rupees Three Laksh Sixty-Seven Thousand Nine Hundred and Twenty only) 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. The MSE are required to furnish relevant valid Certificate for claiming exemption. This valid certificate shall be uploaded in the Bid, failing which the tender shall not be evaluated.
2. All benefits applicable to MSE as per the Office Memorandum issued by Ministry of Finance Department of Expenditure, dated 25.7.2017 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.

3. Further, in lieu of Bid Security, the tenderer has to upload a self- attested scanned copy of 'Bid Security Declaration' as mentioned in Annexure-11, for accepting that, if they withdraw or modify the bids during the period of validity etc., they will be suspended for the period of one year from the date of notification.
4. Tenderers without documentary evidence for claiming bid security exemption will be summarily rejected.
5. Tenders which are in any way incomplete will not be considered. The Ports reserves the rights 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. The tenderer should adhere to the ESI & EPF Act and or equivalent regulations for the crew if any which should not be lower than the ESI & EPF Act. Tender who are having separate ESI / EPF code will be allowed to submit online.
7. The tenders of tenderers who had litigation against the VOCPA will not be considered.
8. This tender notice shall form part of the contract agreement.

Deputy Conservator

Copy to:

1. All Head of Departments/VOCPA
2. CVO/VOCPA
3. Notice Board
4. List of Contractors

Copy to:

Independent Monitor:

1. Shri Trivikram Nath Tiwari, ILS Rtd,
301-B, Black – 3B, HIG DDA Flats,
Rani Jhansi Road, DDA complex,
Moti Khan,
New Delhi-110055
Phone No.9871788277
e-mail i.d –trivikramnt@yahoo.co.in
2. Shri. Hernanprit Singh,
12, Belevedre Road,
Alipore, Kolkata-700027
hermanprit@gmail.com

SECTION - III

3. IMPORTANT GUIDELINES TO THE TENDERERS FOR E-TENDRING.

- 3.1** VOCPA invites Tenders through online/e-tendering mode only (<https://etenders.gov.in/eprocure/app>).
- 3.2** 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 failure of Net Connectivity; Current Connectivity and they should be at their own risk. VOCPA will not take any liabilities and claims for failure of Network and problem arise submission of the tender forms online.
- 3.3** Employer may verify the original documents as submitted in the e-tendering process.
- 3.4** Tenders of bidders who had litigation against Port will not be considered.
- 3.5** Tenders which are in any way incomplete will not be considered. The Ports reserves the rights to waive any formality thereof or to reject any or all the tenders without assigning any reason and not bound itself to accept the lowest tender.
- 3.6** This tender notice shall form part of the contract agreement.
- 3.7** 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.
- 3.8** 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.
- 3.9** In case of 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.
- 3.10** Tender document submitted contain 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

SECTION - IV

4. IMPORTANT INSTRUCTIONS TO TENDERERS

4.1 GENERAL: On behalf of the Board of members of the V.O. Chidambaranar Port Authority, Deputy Conservator, V.O. Chidambaranar Port Authority invites tenders from reputed firms with proven ability to “Engaging of 1 number of service boat at V.O. Chidambaranar Port Authority to provide anchorage service to the ships calling at V.O.C Port Authority for the period of three years”.

4.2 DEFINITIONS AND INTERPRETATIONS: In the contract as hereinafter defined, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

4.2.1 "Port" means Board of members of V.O. Chidambaranar Port Authority, a body corporate under the Major Port Authority Act, 2021, acting through its Chairman, Deputy Chairman and Deputy Conservator or any other officer so nominated.

4.2.2 "Operator" means the person or persons, firm, corporation, joint venture or company whose tender has been accepted by the Port and includes the Operator's servants, agents and workmen, personal representatives, successors and permitted assigns.

4.2.3 "Contract" means and includes Tender document which includes Instruction to Tenderers & General Conditions of contract, Operating agreement, Letter of Acceptance/ work order, Bank Guarantees in respect of performance and safe return of crafts etc. and any addendum/corrigendum thereto.

4.2.4 "Contract Price" means the sum named in the tender subject to such additions thereto or deductions there from as may be under the provisions herein contained.

4.2.5 "Approved/Approval" means the approval in writing.

4.2.6 “Shift” means eight hours commencing from 0600hrs to 1400hrs. 1400hrs. to 2200hrs. and 2200hrs. to 0600hrs. of the next day.

4.2.7 “On Hire” shall means a joint survey carried out by VOCPA before the Service Boat is accepted for service in the Port to assess the condition, capability and performance of the Service Boat and the Quantity of fuel, fresh water etc, on board.

4.2.8 “Off Hire” shall means a joint survey carried out by VOCPA before the Service Boat is relieved from the service of the Port on completion of the contract period to assess the Quantity of fuel, fresh water etc, on board.

4.2.9 “IRS” shall mean Indian Register of Shipping.

4.3 DOWNLOADING OF TENDER FROM VOCPA ONLINE E-TENDERING WEB

SITE: The complete set of tender documents including forms, conditions of contract, work specifications, etc. will be downloaded by contractors registered through the e-tendering website www.etenders.gov.in from **03/07/2024@1830hrs to 27/07/2024 @ 1530hrs**. The instructions for submitting e-tender is given in the e-tendering website at the link <https://etenders.gov.in/eprocure/app;jsessionid=9DDF0097EA06C59138DFC7C856A6882F.geps1?page=BiddersManualKit&service=page>.

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

4.4.1 Cover-1:

1. Scanned copy of Notary attested Particulars with regard to experience (work order with detailed BOQ and satisfactory completion/ performance certificate with value of work done) as detailed under clause 4.6 Minimum Eligibility Criteria for Pre-Qualification.
2. Scanned Copy of Notary attested Income Tax Permanent Account number card for assessing the income tax.
3. Scanned Copy of Notary attested Certificate of the Audited Financial Statements for the above three years as per annexure III to be uploaded.
4. Copy of Notary attested GST Registration No. along with Notary attested copy of certificate for GST registration and GSTIN No.
5. Scanned copy of Notary attested ESI & EPF registration certificates.
6. Scanned copy of original tender document duly signed in all pages issued by Port duly filled in all the blank space to be signed on each page with their office stamp.

4.4.2 Cover-2: The Schedule of Prices to be indicated in the respective columns shown in the e-Tendering Website only.

4.5 PERFORMANCE SECURITY:

The Successful tenderer will be required to furnish a performance Security for a sum equivalent to 5% of the total contract price in any of the following form for the due observance of all the conditions and obligations, both direct and indirect on the part of the Operator.

- i. Deposit by three numbers of Demand Draft of equal annual value of contract price, totalling 3% of Total Contract Price with validity of 3 years (1,2,3 years) respectively drawn in favour of Financial Advisor & Chief Accounts Officer, V.O.Chidambaranar Port Authority, Tuticorin – 628 004 payable at Tuticorin-628 004 drawn on any Nationalized banks/ Scheduled commercial banks having Networth above Rs.100 Crores having its branch at Tuticorin, in the form as per specimen given in (Annexure –8)

OR

- ii. Furnish three numbers of Bank Guarantee of equal annual value of contract price, totaling 3% of Total Contract Price with validity of 3 years (1,2,3 years) respectively from any Nationalized Bank or scheduled Bank with a net worth of Rs.100 crores or more in India executed on stamp paper in the prescribed proforma of V.O. Chidambaranar Port Authority.

OR

- iii. Performance Security may be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank. Bank Guarantee from a Commercial banks or online payment in an acceptable form safeguarding the purchaser's interest in all respects.

OR

- iv. The successful tenderer shall furnish VOC Port's bank details such as, Bank Account Number, IFSC code with address and Branch code to the issuer of Bank Guarantee via SFMS mode. The issuer bank will transmit the bank guarantee via SFMS mode to beneficiary bank of the Port digitally.

Beneficiary bank – Port's bank details as follows:

A.	Name & Address of the Bank	Indian Overseas Bank, Harbour Branch, Tuticorin – 628 004.
B.	Name of the Branch	Harbour Branch
C.	IFSC Code	IOBA0000143
D.	Account No.	014301000000001
E.	Type of Account	Savings Account
F.	Beneficiary's Name	V.O. Chidambaranar Port Authority

The bank guarantee obtained from the nationalized / scheduled bank in the format prescribed by the Port shall be in compliance with for a digital confirmation for the Bank Guarantee.

- v. The Performance Security for each year will be released only after completion of every year on satisfactory completion of the entire scope of works contemplated in this contract. Unless Performance Security is furnished within 15 days of the acceptance of the tender or such extended period as may be permitted by Deputy Conservator in writing, the Earnest Money Deposit is liable to be forfeited and the contract cancelled.
- vi. In the event of the tenderer, after the issue of the communication of the acceptance of the offer by the Board, failing / refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to be construed as the Operator's calculated and willful breach of contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event, the Board shall have full right to claim damages therefore in addition to the forfeiture of earnest money deposit.
- vii. The Board may at their option forfeit the Performance Security if the Operator fails to effect the supply or perform or observe the conditions of contract. The Board will also be at liberty to deduct any sum that may be due to the Port from the Performance Security or from any sums of money due or that may become due under any other contract to the Operator. This is without prejudice to the rights of the Board under the terms of the contract. The said Performance Security shall not in any way be construed as a limitation of the Operator's responsibility or liability pertaining to his obligations and / or guarantees under the contract and shall be without prejudice and in addition to any other remedies available to the Board in terms of the contract and/or the laws of the land.
- viii. The contractor shall furnish the BG towards performance security by the issuing bank directly to the port. The amount as stated will not bear any interest. Bank Guarantee, obtained from the Nationalized Bank /Scheduled bank in the format prescribed by the Port, shall be in compliance with a

digital confirmation for the Bank Guarantee and the BG not complying with this shall not be considered.

- ix. The Bank Guarantee shall be refunded without any interest after the successful completion of the contract. If the supplier fails to perform or observe any of the conditions of the contract, Port Authority will be at liberty to deduct any amount due to Port Authority under this contract from Security Deposit / any sums of money due or that may become due to the Supplier. This is without prejudice to the rights of the Port Authority under the terms of this Contract.
- x. The Bank Guarantee furnished towards the performance security shall be valid up to the completion of the warranty period and shall have a claim period of three months after the successful completion of the warranty period. In case of extension of the warranty period, Bank Guarantee has to be extended for a further period as required by V.O. Chidambaranar Port Authority to cover the warranty period. Any expenditure in this regard will be borne by the supplier.
- xi. Performance Security may be furnished in the form of insurance Surety Bonds, Account payee Demand draft, Fixed deposit Receipt from a commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects.
- xii. Performance Security shall not bear any interest.

4.6 MINIMUM CRITERIA FOR QUALIFICATION:

Bidders fulfilling following eligibility / pre-qualification criteria may participate in the tender:

Minimum Qualification Criteria (MQC):

- 4.6.1 Financial Turnover:** Annual financial turnover of the tenderer should not be less than ₹5,00,000/- during the last three financial years [2020-2021, 2021-2022, 2022-2023] ending on 31.03.2023. The details shall be furnished in Annexure- 3. Copy of auditor's report along with balance sheets for the past three years should be enclosed along with the tender.
- 4.6.2 Similar works:** Similar work mean "the Contractor involves in providing service boats in any Ports or Rigs or providing supply, Manning, Operation and Maintenance of Harbour tugs, offshore vessels / ship/ Patrolling boats.
- 4.6.3 Past Experience:** Experience of having successfully completed similar works Similar work mean "the Contractor involves in providing service boats in any Ports or Rigs or providing supply, Manning, Operation and Maintenance of Harbour tugs, offshore vessels / ship/ Patrolling boats during last 7 years ending up to the preceding completed month of the tender.

4.7 PRE-BID MEETING AND TIME SCHEDULE:

A Pre-Bid meeting will be conducted on **12/07/2024 at 1530hrs** at this office to discuss specifications. The tenderer shall be permitted to

- a. Send queries for the pre-bid meeting:
- b. Attend the pre-Bid meeting and
- c. Participate in the tender and submit the tender:

After the pre-bid meeting, the reply to the questionnaire shall be complied and corrigendum to the Tender document if necessary, will be published in the CPP portal and Port website. Before submission of tenders by the prospective tenderers, if V.O. Chidambaranar Port Authority desires to issue any clarifications to the tender documents, the clarifications issued shall be addendum, corrigendum to the Tender document. The reply shall be a part of the tender document.

4.8 EVALUATION AND COMPARISON OF TENDERS:

The VOC Port Authority shall award the contract to the tenderer whose offer is substantially responsive to the tender document and has been determined to be the lowest evaluated tender. VOC Port Authority reserves the right to accept the tender in part or to accept tender of different tenderers for each line item of the price schedule.

4.9 Pre-Bid Meeting:

All prospective bidders are requested to attend a pre-bid meeting as per venue, date and time indicated in NIT. The prospective bidders are requested to send their queries preferably 5 days in advance before schedule pre-bid meeting, on email id: dc@vocport.gov.in

No "to & fro" charges and accommodations for the representative of the bidders shall be provided.

4.10 COMMENCEMENT OF CONTRACT & L.D:

The commencement of contract for the "Engaging of 1 number of service boat at V.O. Chidambaranar Port Authority to provide anchorage service to the ships calling at V.O.C Port Authority for the period of three years" shall be 30 days from the date of issue of Letter of Acceptance/ work order and commence on the prescribed time failing which L.D will be imposed @ 0.5% of the contract value per week of delay subject to a maximum of 10% of the contract value for the total contract period as liquidated and ascertained damages and not by way of penalty shall be deducted from any money due or become due to the tenderer subject to Force Majeure.

4.11 FORCE MAJEURES:

In the event of either party being rendered unable by force majeure to perform any obligation to be performed by them under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure events last. The cost and loss sustained by either party shall be borne by respective parties. The term force majeure employed herein shall mean Act of God, war (declared or not), tsunami, any pandemic, restraints imposed by Governments, Riots, Strikes, Go Slow, Lock Out or any labour unrest at the works of the contractor (to be substantiated by the contractor with document), civil commotion, fire, accident, sabotage, earthquake or any other natural calamities, declared as such by the State or Central Government, plague, quarantine, import or export embargoes, or change in Govt. policies or any happening affecting the performance by the contractor or it's obligations under

this contract which, in the opinion of the Employer, the contractor cannot reasonably prevent or control against.

4.12 CORRECTION/VARIATION:

4.12.1 All corrections and alterations in the entries of the tender documents shall be attested with full signature of the tenderer with date. No erasures or over-writings are permissible.

4.12.2 The tenderers should not send any revised or amended offers after the opening of the tender. No such document will be entertained. The Board also does not accept offers with a price variation clause.

4.12.3 The prices and amounts entered in the schedule of price shall represent the tenderer's offer for the Service boat generally in accordance with specifications and purpose given in this tender.

4.13 SIGNING OF TENDER:

a) The tender shall be signed only by the parties who are themselves in a position to undertake the work viz "Engagement of one number Service Boat at V.O. Chidamabaranar Port Authority" to cater service to ships calling VOCPA for the period of three years." 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 tenderer with his usual signature. Partnership firms shall furnish the full names of all the partners or duly authorised representatives followed by the name and designation 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. Tender by a company governed to Indian Companies Act shall be signed in the name of the company by a duly authorised 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.

b) In case if the applicant is a Joint venture/Consortium, the experience of financial criteria of those members who have not less than 26% of share only will be considered and the lead member should have done at least one work of similar nature not less than 40% of the total value of work.

c) 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 principal's director with the principals and agents jointly as deemed appropriate.

4.14 WITNESS:

Witnesses shall be persons of status and property and their names, occupations and addresses shall be furnished below their signatures.

4.15 RIGHT TO ACCEPT OR REJECT THE TENDER:

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

4.16 TRANSFER OF TENDER DOCUMENTS:

Transfer of tender documents by one intending tenderer to another is not permissible.

4.17 PREVIOUS EXPERIENCE OF THE TENDERER:

1. The tenderer may also furnish their servicing system and centers, addresses of the Regional and area offices concerned, responsible for Tuticorin region.
2. The tenderer may also inform in case any effort is taken for obtaining Certification on Quality Management System / Environment Management System conforming to ISO 9001/14001 or International Standard.

4.18 PAYMENT OF INCOME TAX:

Income tax will be deducted at the rates as applicable from time to time. It is open to the contractor to make an application to the Income Tax authority concerned and obtained from him a certificate authorising the department to deduct income tax at such lower rate or deduct no tax as may be appropriate to his case. Such certificate will be valid for the period specified there in unless it is cancelled by the Income Tax authority earlier. The contractor shall furnish PAN details.

4.19 GOODS AND SERVICE TAX (GST):

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

4.20 OPENING AND ACCEPTANCE OF TENDER:

OPENING AND EVALUATION:

4.20.1 Cover -1 will be opened by e-tendering procedure on the scheduled date and time i.e. on **29/07/2024 at 1530hrs.**

4.20.2 After opening Cover No.1, Tenders containing GSTIN No., PAN No. etc. and fulfilling other particulars related to pre-qualification criteria will be shortlisted as the pre-qualified tenderer.

4.20.3 The cover-2 submitted by the pre-qualified tenderers alone will be opened by e-tendering procedure on a subsequent date. The decision of the Port Authority in pre-qualifying the eligible tenders will be final.

4.20.4 The terms of tender schedule, conditions of contract, etc. shall not be defaced or detached from the documents.

4.20.5 The V.O.Chidambaranar Port Authority shall have no liability to the tenderer in respect of any expenses incurred by him, direct or indirect, in preparing and/or submitting the tender.

4.21 ADDENDA/CORRIGENDA:

1. Addenda/Corrigenda to the tender documents may be issued by the Deputy Conservator prior to the date of bid submission, to clarify or reflect modifications in the contract terms and conditions.
2. Such addendum/corrigendum will be furnished to each firm or person who had purchased the tender documents by speed post / courier. Tenderers who are unable or unwilling to bring their tenders to conform to the requirements of the Board are liable to be rejected.

4.22 COLLECTION OF DATA - TENDERER'S RESPONSIBILITY:

1. The tenderer shall visit the site and acquaint himself fully with the site and local conditions and no claims whatsoever will be entertained on the plea of ignorance of difficulties in the execution of the work. Before submitting the tender, the tenderer shall be deemed to have clearly understood and satisfied himself regarding the work and services, all conditions liable to be encountered during the execution thereof and that prices, rates and/or compensation quoted in the offer are adequate and all-inclusive with respect to all factors, circumstances and conditions likely to be incidental, both direct and indirect, to the work and services.
2. The prices and amount quoted by the tenderer shall allow for all costs, including escalation of labour, material, equipment, transport and/or storage charges, insurance, survey fees, increase in cost due to government and other charges, direct and indirect, till the work is completed in accordance with the scope of the contract and contract period.

4.23 AMBIGUITY:

If there is any ambiguity or doubt as to the meaning of any of the tender clauses/conditions or, if any further information is required, the matter should immediately be referred to the Deputy Conservator, V.O. Chidambaranar Port Authority in writing, whose interpretation shall be final and binding.

4.24 SIGNING THE CONTRACT:

- a) The successful tenderer shall be required to execute an agreement in the proforma prescribed by the V.O. Chidambaranar Port Authority (draft enclosed in the document) Annexure – 7 on Tamil Nadu Government State stamp paper of the required value within 15 days from the date of issue of the notice of acceptance of the work order. In the event of failure on the part of the successful tenderer to execute the agreement within the above stipulated period, or the period agreed by the Port, the Earnest Money deposited by him will be forfeited and apart from that the Board being in such circumstances entitled to treat the successful tenderer as in breach of contract and proceed accordingly.

4.25 ALL PAGES TO BE SIGNED:

All signatures in the tender documents shall be dated. All pages of all section of the tender documents shall be signed with date and seal at the lower right-

hand corner and also signed wherever required in the tender document by the tenderers or by a person holding power of attorney to sign on behalf of the tenderer before submission of the tender.

4.26 INTEGRITY PACT: The successful tenderer shall be required to execute an integrity pact agreement in the Performa prescribed by the VOCPA (Draft enclosed in the document as Annexure – 8) from the date of issue of the notice of acceptance of the work order.

The name and address of the IEM for this tender is given below:

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

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

4.27 PRECAUTION AGAINST AIR AND WATER POLLUTION: Every precaution shall be taken by the contractor to prevent air and water pollution resulting from his operations as per requirement of the appropriate authorities. The hazardous waste shall be disposed off only to the genuine processors having requisite approval in accordance with implementation of hazardous waste rules 1989, notified tender environment Act, 1989 and rules regulations made there under from time to time.

4.28 JURISDICTION:

The award of contract for the “Engaging of 1 number of service boat at V.O. Chidambaranar Port Authority to provide anchorage service to the ships calling at V.O.C Port Authority for the period of three years” is subject to the jurisdiction of the local courts of Tuticorin (Tamilnadu).

4.29 INCOME TAX CLEARANCE:

Permanent Account Number shall be furnished. Copy of the Income Tax return filed for the last financial year shall be enclosed.

4.30 INSTRUCTIONS TO TENDERERS TO FORM PART OF THE AGREEMENT:

All these instructions, conditions, special conditions, if any, technical specifications contained in the tender document and any correspondence related to this Contract shall form part of the agreement.

SECTION V

5. SCOPE OF WORK & TERMS & CONDITIONS OF CONTRACT

- 5.1** The contractor has to quote the Royalty charges in lump sum on monthly basis to be paid to the VOC Port for providing the services to the ships within VOC Port limits. The Royalty quoted is firm and final.
- 5.2** The bidders shall quote the rate as Royalty/ Revenue share in the form of price bid cover provide in Section VII. The price bid of the shortlisted bidders i.e Technically qualified bidders will alone be opened by the Port. The price bid will be evaluated based on the rate quoted by the bidder in price bid cover II. The bidder quoted the higher value of Royalty/ Revenue share will be declared as successful bidder.
- 5.3** The contractor shall be authorised to collect ₹7,000/- per hour for the service rendered.
- 5.4** Services are to be provided within the Port limits.
- 5.5** Boat used for providing service shall carry all valid licenses and applicable statutory certificates. However, the firm shall:
- (a) Provide service boat made of steel hull to provide service throughout the year. Length overall of the service boat shall not exceed 25 meters, maximum breadth shall not exceed 8 meters and draft should not exceed 2 meters. The boat must be classed under Merchant Shipping Act or RSV or Inland Vessels Act (2021).
 - (b) Provide applicable valid statutory certificates issued by Competent Authority regarding registration, manning etc,
 - (c) Provide applicable certificate issued by the Competent Authority regarding passenger carrying capacity. Passenger carrying capacity must be at least 10 persons.
 - (d) Provide applicable certificate issued by Competent Authority with regard to cargo (MT) carrying capacity. The cargo carrying capacity shall be at least 2 Ton.
 - (e) Provide insurance for crew and passengers, and clause for wreck removal and pollution to be included.
- 5.6** Required labour for handling materials etc., should be arranged by the contractor / users.
- 5.7** The Port shall not be responsible for any payment to the contractor for providing boat service for vessels inside VOCPA Port limits. However, the payment should be settled within the concerned shipping agent (or) Master of the Ship (or) the user of the boat.
- 5.8** The contractor should have sufficient experience in providing boat service for vessels at berths or anchorages.
- 5.9** Permission of the Deputy Conservator or his authorized representative should be obtained prior providing boat service for vessels at Berths or anchorages.
- 5.10** The Contractor shall ensure that providing boat service for vessels shall be undertaken without causing any hindrance to Port operations and shipping activities.
- 5.11** Contractor shall bear the cost of damages, if any, caused by him or by his employee to any properties of the Port or Port employee
- 5.12** The Contractor shall take necessary permission of Port authorities and Customs through concerned shipping agents for every boat service to be provided.

- 5.13** The Port reserves the right to alter the conditions of the permission and even cancel the permission at any point of time without assigning any reason thereof.
- 5.14** Crew arranged by the contractor should not be involved in any police case and must have police verification certificate.
- 5.15** The tenure of contract appointment shall be for a period of 3 years.
- 5.16** The contractor shall commence his operations within a period of one month from the receipt of Letter of Award.
- 5.17** Berth hire charges for service boat will be levied with respect to GRT as per SOR in the port / port waters. There will be no designated place provided for berthing of the boat engaged for providing boat service for vessels at berths and anchorage, however unoccupied berth places may be utilized for berthing with prior permission of the Dy. Conservator or his representative.
- 5.18** VOCPA will not be held responsible for any injury or loss of life of crew, passenger etc.
- 5.19** Port reserves the right to carryout surprise inspection of the boat from time to time.
- 5.20** Name of the crew to be intimated to the Port authority and any changes must be done with prior permission of the Deputy Conservator or his representative.
- 5.21** The contractor shall be entitled for the payment of minimum 3 hours service boat hire charges by the concerned user.
- 5.22** Port dues are to be levied on entry and payable once in 30 days.
- 5.23** Pilotage shall be applicable only at the time of entry & exit to/from the Port.
- 5.24** The contractor should ensure the availability of the boat will be 24 x7.
- 5.25** The contractor can avail the permissible downtime of 24 hrs to carry out the planned / routine maintenance with prior permission of the officer in-charge.
- 5.26** The contract shall arrange an alternative boat in case of breakdown of the deployed service boat. The details and specifications of the alternate boat shall be submitted to Engineer / officer in-charge in Marine.
- 5.27** The contractor shall ensure the Boat will be available within 72hours while breakdown during the contract period.
- 5.28** The contractor shall ensure that no complaints should be received from the Port users/ Agents regarding the availability of service boat.
- 5.29** In case of any dispute, the decision of Chairman of V.O. Chidambaranar Port Authority shall be final and binding.

SECTION VI
6. Annexures

ANNEXURE – 1

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 for the “Engaging of 1 number of service boat at V.O. Chidambaranar Port Authority to provide anchorage service to the ships calling at V.O.C Port Authority for the period of three years”.
2. We authorize V.O. Chidambaranar Port Authority or its 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.
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.

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

FINANCIAL DATA

Summary of assets and liabilities on the basis of the audited financial statement* of the last three financial years [2020-21, 2021-22 & 2022-23]

A.	Year1	Year2	Year3
1. Total assets			
2. Current assets			
3. Total liabilities			
4. Current liabilities			
5. Net worth (1 – 3)			
6. Working capital (2 – 4)			
7. Turnover			
8. Operating Income			
9. Operating expenditure			
10. Operating Surplus			

B.

1. Name/address of commercial bank providing credit line.

2. Total amount of credit line:

*** Attach copies of the audited financial statements, duly notarized, consisting of profit and loss account, balance sheet, etc.**

C. FINANCIAL STATUS

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

Attach copies of the audited financial statements, duly notarized, consisting of profit and loss account, balance sheet, etc.

Signature of Contractor
Seal.

Details of Past Experience

Experience in similar type of work (i.e) the Contractor involves in providing service boats in any Ports or Rigs or providing supply, Manning, Operation and Maintenance of Harbour tugs, offshore vessels / ship/ Patrolling boats during last **SEVEN (7)** years:

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

* Refers primarily to the physical size of the works.

** In case tenderer participated as a sub-Operator to another agency

Signature

Seal

DETAILS OF PAST EXPERIENCE OF TENDERER IN THE CONTRACTOR INVOLVES IN PROVIDING SERVICE BOATS IN ANY PORTS OR RIGS OR PROVIDING SUPPLY, MANNING, OPERATION AND MAINTENANCE OF HARBOUR TUGS, OFFSHORE VESSELS / SHIP/ PATROLLING BOATS FOR THE LAST SEVEN YEARS:

NAME OF Service Boat	PERIOD OF CONTRACT / HIRE	NAME OF OWNER	SPECIFICATION OF Service Boat	NO. OF DAYS Service Boat WAS MADE AVAILABLE

ANNEXURE – 5

(Page 1 of 2)

FORMAT FOR FURNISHING TECHNICAL SPECIFICATION OF SERVICE BOAT:

- 1.Length O.A :
- 2.Breadth :
- 3.Draft :
- 4.Speed :
- 5.Hull :
- 6.Capacity :
- 7.Endurance :
- 8.Powered by :
- 9.Year of Built :
- 10.Classification :
- 11.Manning :
- 12.Experience :
- 13.Service Boat should be equipped with :
- 14.Capability :
- 15.Accommodation :

Signature

Seal

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

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

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

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

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

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

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

Unless a demand or claim under this guarantee is made on us in writing within six months from the date of expiry of the validity of the guarantee period we shall be discharged from all liability under this guarantee thereafter provided further that the Bank shall at the request of the Port but at the cost of contractors renew or extend this guarantee for such further period or periods as the Port may require.

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

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

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

9. This guarantee is valid up to (period)

Dated theday of 2024

of for

.....
(Indicate here the name of the Bank)

FORMAT FOR SIGNING AGREEMENT
(To be executed in Rs.100/- non-judicial stamp paper)

V.O. CHIDAMBARANAR PORT AUTHORITY
MARINE DEPARTMENT

THIS AGREEMENT made thisday of2024
(Two thousand.....) between the Board of the Port of
V.O.Chidambaranar, a body corporate under Major Port Authoritys Act,1963
(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 “Engaging of
1 number of service boat at V.O. Chidambaranar Port Authority to provide anchorage
service to the ships calling at V.O.C Port Authority for the period of three years”. for
carrying out patrolling operations by security personnel under ISPS code, security
operations of the Port and other requirements of the Port as per terms of reference.

WHEREAS the Operator has offered to supply, man and operate such Service boat
and whereas the Board has accepted the tender of the Operator and WHEREAS the
Operator has furnished a sum of Rs. (Rupees) as Earnest Money
Deposit at the time of tendering, which will be released after the submission of
Performance Security (i.e. 5% of the Contract value) as per clause 4.5 of Section IV -
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. Notice Inviting Tender -Section -I
2. Invitation to Tender - Section II
3. Important Guidelines for tender - Section III
4. Instruction to Tenderers - Section IV
5. General Condition - Section V
6. Scope of Work -Section VI
7. Specification - Section V
8. Annexures - Section VII
9. Price Schedule - Section VIII

The Operator hereby covenants with Board of V.O. Chidambaranar Port Authority to Engaging of 1 number of service boat at V.O. Chidambaranar Port Authority to provide anchorage service to the ships calling at V.O.C Port Authority for the period of three years” 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 Engaging of 1 number of service boat at V.O. Chidambaranar Port Authority to provide anchorage service to the ships calling at V.O.C Port Authority for the period of three years. total value of Rs..... (Rupees..... only) which includes all taxes, duties, etc. as leviable on date in consideration of Engagement of one number Service Boat at V.O. Chidambaranar Port Authority” to cater service to ships calling VOCPA for the period of three years in the Manner prescribed by the

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

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

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

The Chairman thereof has set his CHAIRMAN OF THE
hand in the presence of BOARD OF
TUTICORIN.

(witness with addresses)

Signed and sealed by

The OPERATOR in the presence of
OPERATOR.

(witness with addresses)

PROFORMA OF INTEGRITY PACT**General**

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

WHEREAS the PORT proposes to execute the work "Engaging 1 number of service boat at V.O. Chidambaranar Port Authority to provide anchorage service to the ships calling at V.O.C Port Authority for the period of three years" and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW, THEREFORE,

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

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

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

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

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

Commitments of the PORT

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

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

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

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

Commitments of BIDDERS

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

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

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

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

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

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

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

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed

to or intends to make to officials of the PORT or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

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

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

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

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

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

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

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

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

4. Previous Transgression

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

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

5. Earnest Money (Security Deposit)

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

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

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

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

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

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

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

6. Sanctions for Violations

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

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

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

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

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

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

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

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

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

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

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

6.2. The PORT will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.

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

7. Fall Clause

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

8. Independent Monitors

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

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

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

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

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

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

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

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

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

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

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

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

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

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

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

BIDDER
CHIEF EXECUTIVE OFFICER

Witness

1. _____

2. _____

Witness

1. _____

2. _____

SPECIMEN FORMAT FOR DECLARATION

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

Ref:-----

The undersigned, having studied the Tender Document submission for the above mentioned work, here by states :

- a. The information furnished in our bid is true and accurate to the best of my knowledge.
- b. Our firm M/s.-----
has not been banned or blacklisted by any Government, Semi- Government, Agents or PSU'S.
- c. That in case of being pre-qualified, we acknowledge that the employer may invite us to participate in due time for the opening of Price cover of the tender on the basis of provisions made in the tender documents to follow.
- d. When the call for tender is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- e. We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- f. We also state that no changes have been made by us in the downloaded tender documents and also understand that in the event of any discrepancies observed, the port's tender document and corrigendum is full and final for all legal/contractual obligations.

Date:

Place:

Name of the Applicant:

Represented by (Name & Capacity):

Bid Securing Declaration Form

Tender No. MAR-TECH/TEND(NAV-BUOY)/2023-MARINE-HM
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)

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 Authorities Act, 1963 (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 DOTH HEREBY 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 and 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 extent 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) Rs.....(Rupees.....only.

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

iii. 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 of2024 (Date of the B.G.)

SIGNED SEALED AND DELIVERED

by the within named

through its duly constituted Attorney

Mr.

&

in the presence of.....

NOTICE INVITING e-TENDER FOR THE WORK ""

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

(To meet out the requirement as per clause _____ of the Tender Document)

To
Deputy Conservator,
V O.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 be 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)

SECTION VII
V. O. Chidambaranar Port Authority
Marine Department
Price schedule- (Cover -II)

Validate	Print	Help	Item Wise BoQ				
Tender Inviting Authority: DEPUTY CONSERVATOR							
Name of Work: "Engaging of 1 number of the service boat at V.O. Chidambaranar Port Authority to provide anchorage service to the ships calling at V.O.C Port Authority for the period of three years".							
Contract No: MAR-TECH/VOCPASB/2024							
Name of the Bidder/ Bidding Firm / Company :							
PRICE SCHEDULE							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER #	TEXT #	NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	
Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency	Royalty/ Revenue shares payable every month for the service rendered by the bidder In Figures To be entered by the Bidder without tax in Rs. P	TOTAL AMOUNT of Revenue share payable every month for 3 years of service rendered by the bidder without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8
1	Note: Price bid will be evaluated as per clause no. Section V of 5 (5.2)						
1.01	"Engaging of 1 number of service boat at V.O. Chidambaranar Port Authority to provide anchorage service to the ships calling at V.O.C Port Authority for the period of three years".	36	Months	INR		0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only					

Engaging of 1 number of service boat at V.O. Chidambaranar Port Authority to provide anchorage service to the ships calling at V.O.C Port Authority for the period of three years