

V.O.CHIDAMBARANAR PORT TRUST
MEDICAL DEPARTMENT



TENDER SCHEDULE

Name of Work:

'Tender for "Supply of Manpower services for various post (Medical and Paramedical) in VOC Port Trust on contractual basis"

AUGUST- 2016



**V.O.CHIDAMBARANAR PORT TRUST
MEDICAL DEPARTMENT
TUTICORIN 628 004**

No. H-8/1/2016

Dated. .09.2016

NOTICE INVITING TENDER

Sealed tenders (in two covers) are invited by V.O.Chidambaranar Port Trust, Tuticorin-628 004 from experienced, reputed and well established Agencies of Manpower Service providers fulfilling minimum qualifying criteria as stipulated in the tender document for the following work:

I	Name of work	:	'Tender for "Supply of Manpower services for various posts (Medical and Paramedical) in V.O.Chidambaranar Port Trust on contractual basis"
II	Estimate value of work	:	Rs.45,17,952/-
III	Earnest Money Deposit	:	Rs. 90,366/- (Rupees Ninety thousand three hundred and sixty six only) for all categories. EMD will vary, if the tender is only for selected categories and refer Tender Clause in this regard.
IV	Cost of tender document	:	Rs.525/- (inclusive of 5% VAT) + Rs 100/- extra through post
V	Sale of tender document	:	26.09.2016 to 13.10.2016
VI	Last date & Time of receipt	:	At 15.00 hrs. on 17.10.2016
VII	Opening of Tender	:	At 15.30 hrs. on 17.10.2016
VIII	Validity of Tender	:	60 days from the date of opening of the Tender
For further details and amendments please visit our Port Website www.vocportgov.in			

CHIEF MEDICAL OFFICER

V.O.CHIDAMBARANAR PORT TRUST
MEDICAL DEPARTMENT
TUTICORIN - 628 004

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**V.O.CHIDAMBARANAR PORT TRUST
MEDICAL DEPARTMENT**

NIT NO.H-8//1/2016/

Dt. .08.2016

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I	Name of work	: Tender for “Supply of Manpower services for various posts (Medical and Paramedical) in V.O.Chidambaranar Port Trust on contractual basis”
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III	Earnest Money Deposit	: Rs. Rs. 90,366/- (Rupees Ninety thousand three hundred and sixty six only) for all categories. EMD will vary, if the tender is only for selected categories and refer Tender Clause in this regard.
IV	Cost of tender document	: Rs.525/- (inclusive of 5% VAT) + Rs 100/- extra through post
V	Sale of tender document	: 26.09.2016 to 13.10.2016
VI	Last date & Time of receipt	At 15.00 hrs. on 17.10.2016
VII	Opening of Tender	At 15.30 hrs. on 17.10.2016
VIII	Period of Contract	One Year
IX	Validity of tender	60 days from the date of opening of the Tender

2. Minimum qualifying criteria : The tenderer shall meet the Minimum Qualifying Criteria as specified in the tender document

3. Tender documents can be obtained from the Office of the Financial Adviser & Chief Accounts officer, V.O.Chidambaranar Port Trust, Tuticorin-628 004 on any working day between 11:00 hrs. and 16:00 hrs. during the dates indicated at Sl. No.V in para – 1 above on application and on payment of Rs.525/- inclusive of VAT 5% through demand draft payable to the FA&CAO/VOCPT drawn on any nationalised bank or scheduled bank and payable at Tuticorin, towards the cost of the tender document. Those who intent to get the tender document by post shall remit the cost with an additional sum of Rs.100/- each to cover the postal charges through demand draft payable to the FA&CAO/VOCPT drawn on any Nationalised Bank or scheduled bank and payable at Tuticorin and send it to the Financial Adviser & Chief Accounts Officer, VOCPT.

4. Downloading tender schedule from Port web site:

The tender documents can also be downloaded from Port web site and a sum of Rs.525/- towards the cost of tender document shall be paid along with EMD by those who submit their tender by downloading the tender document from the Port web site failing which their offer will not be considered at all. The downloading of the documents shall be carried out strictly as provided on web site. No editing, addition /deletion of matter shall be permitted. If such action is observed at any stage such proposals are liable for outright rejection.

5. The tender document will not be issued to the tenderers who had litigation against the VOCPT. If such tenderers submit the tender document downloaded from the web site, the same will not be considered and the amount paid towards the cost of document will not be refunded.
6. The tenders shall be accompanied by EMD for the amount as specified at Sl.No.III of Para (1) above, in the form of Demand Draft drawn on any Nationalized or Scheduled bank having its branch at Tuticorin, in favour of the Financial Adviser & Chief Accounts Officer, V.O.Chidambaranar Port Trust, without which the Tender will not be considered. EMD in any other form will not be accepted.
7. The completed tender should reach Chief Medical Officer/V.O.C.Port Trust, Tuticorin-628004 not later than prescribed time and date as in Sl.No.VI in Para-1 above. The tender (main cover and first cover) will be opened on the last date of receipt of tenders at 15:30 hrs. in the presence of such of the tenderer who may wish to be present. Date of opening of Cover – 2 of qualified tenderers will be intimated later. The tender received after due date and time will be summarily rejected. The Port will not be responsible for the loss of tender document if any or for the delay on postal transit will not be entertained.
8. 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.
9. This tender notice shall form part of the contract agreement.
10. The tenderer should adhere to provisions of ESI Act 1948 and EPF Act 1952. Tenders will be sold/downloaded only to/ by those Tenderers who are having registration with ESI and EPF Authorities.

CHIEF MEDICAL OFFICER

To

1. All Head of Departments, VOCPT
2. Chief Vigilance Officer, VOCPT
3. Notice Board

SECTION II

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF TENDERERS

1. GENERAL:

On behalf of the Board of Trustees of the V.O.Chidambaranar Port Trust, the Chief Medical Officer , V.O.Chidambaranar Port Trust invites tenders in sealed covers from reputed firms with proven ability for **Tender for “Supply of Manpower services for various posts (Medical and Paramedical) in V.O.Chidambaranar Port Trust on contractual basis”**

2. SALE OF TENDER DOCUMENTS:

The complete set of tender documents including forms, conditions of contract, work specifications, etc. can be obtained from the Office of the Financial Adviser & Chief Accounts officer /VOCPT on any working day between 11:00 hrs. and 16:00 hrs. from 26.09.2016 to 13.10.2016 on written requisition and making payment of the tender cost of Rs.525/- which inclusive of VAT 5%, by means of Demand Draft of any Nationalised Bank or Scheduled Bank, drawn in favour of the Financial Adviser and Chief Accounts Officer, V.O.Chidambaranar Port Trust payable at Tuticorin. The cost of tender documents will not be refunded under any circumstances.

The Tenderer, those who intend to get the tender document by post shall remit an amount of Rs.625/- i.e. Tender Cost of Rs.525/- plus Postal charges Rs.100/-, by means of Demand Draft of any Nationalised Bank or Scheduled Bank, drawn in favour of the Financial Adviser and Chief Accounts Officer, V.O.Chidambaranar Port Trust payable at Tuticorin. The cost of tender documents will not be refunded under any circumstances.

The tender documents can also be downloaded from Port web site and a sum of Rs.525/- towards the cost of tender document shall be paid along with EMD, failing which their offer will not be considered. The down loading of the documents shall be carried out strictly as provided on web site. No editing, addition /deletion of matter shall be permitted. If such action is observed at any stage such proposals are liable for out right rejection. The cost of tender documents will not be refunded under any circumstances.

Each tenderer will be issued with one copy of tender documents, marked original. The document comprised of general and special conditions of contact, work specifications and proforma for furnishing the technical proposals, tender schedules, proforma for furnishing qualifications and experience, etc.

3. SUBMISSION OF TENDER :

The tenderers shall submit their tender in Sealed Covers as specified below duly signed and completed in all respects along with tenderer's covering letter indicating clearly and deviations in the terms and conditions or any new conditions stipulated by him and other enclosures if any required.

The tender shall be sent to the **Chief Medical Officer, V.O.Chidambaranar Port Trust, Tuticorin-628 004** so as to reach in the room of CMO on or before 15.00 hours on **17.10.2016**. Tenders not received on time will not be considered. Tenders who present tender documents personally or through authorised agents are advised to drop the tender in Tender Box which will be kept in Chamber of Chief Medical Officer upto 15.00 hours **on 17.10.2016, V.O.CHIDAMBARANAR PORT TRUST, Tuticorin-628 004**. The Port will not be responsible for Postal delay or transit delays. If the last date of receipt/opening of Tender happens to be a holiday at a later date, the same will be received/opened on the next working day.

The tenderers are required to submit their offer in two cover system, Cover I and Cover II, both the covers shall be sealed separately and put together in one cover and that cover also be sealed. The tender shall be submitted, completed in all respect in two separate sealed covers as given below:-

a) FIRST COVER (NO.1):

The first cover (No.1) will contain the following items of documents based on which the tenderers will be short-listed :

1. The Earnest Money Deposit shall be enclosed.
2. (i) Minimum period of experience in supply of manpower as detailed in Clause No. 5(1)(b) ;

(ii) Financial turn over of the tenderer during last three year i.e. 2012-13, 2013-14, and 2014 –15 shall be furnished in the enclosed Form No.II.;

(iii) Copy of Income Tax Permanent Account Number card for assessing the Income Tax ;

(iv)The original tender document duly signed in all pages (excluding schedule or price / rates for execution of work) issued by the Port duly filled in all the blank space to be signed on each page with their official stamp. The above document shall be enclosed in the first cover which shall be sealed and superscribed, **Tender for “Supply of Manpower services for various posts (Medical and Paramedical) in V.O.C.Port Trust on contractual basis”**

"Cover No.,1", and bear on the bottom left corner, the name and full address of the tenderer with his official stamp. The tenderer should ensure that the Schedule of price is not enclosed in Cover No.1 ;

(v) Service Tax Registration No. along with Notary attested copy of certificate for Service Tax registration or details of Service Tax exemption shall be enclosed.

b) SECOND COVER: (No.2):

The Schedule of Prices (Price bid of original tender documents) there of duly filled in with the rates shall be enclosed in the second cover (No.2) which shall also be similarly sealed superscribed **Tender for “Supply of Manpower services for various posts (Medical and paramedical) in VOC Port Trust on contractual basis”**

" and bear on the bottom left corner the name and address of the tenderer with his official stamp. The tenderer should ensure that the Schedule of price is not enclosed in Cover No.1.

4. EVALUATION :

i) Cover No.1 containing the technical documents to shortlist the eligible tenderers will be opened on the scheduled date and time i.e **on 17.10.2016 at 15.30 hrs.** in the presence of such tenderers who wish to be present at the time of opening.

ii) After opening the first cover and after getting the required technical/commercial clarifications based on the information given, Port Trust will pre-qualify the eligible tenderers.

iii) The tenderers will be pre-qualified based on the documents contained in Cover No.1. The cover No.2 submitted by the pre qualified tenderers alone will be opened on a subsequent date which will be intimated to the pre qualified tenderers. The decision of the Port Trust in pre-qualifying the eligible tenders will be final.

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

v) The V.O.Chidambaranar Port Trust 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.

5. MINIMUM CRITERIA FOR PRE-QUALIFICATION:

1 (a) The persons to be deployed by the service providers should have the following educational qualifications/experience as mentioned below against each post and the minimum age is above 20 years for all categories and maximum age of persons should be within 55 years/ upper age limit in respect of all categories i.e. From 1 to 11 on the date of opening of tender and to deploy the persons for execution of respective works in the discipline:-

Sl. No.	Name of the Post	No. of posts	Educational & Other Qualification
1	Physiotherapist	1	(i) Matriculation or its equivalent (ii) Should possess certificate of B.P.T or its equivalent issued by the Government recognised institute (iii) Should have registered as a member of B.P.T. council (iv) Must have 2 years experience in the line in the Government or large hospital Desirable: PG degree in MPT
2	Pharmacist	1	(i) A degree in Pharmacy (B.Pharm) from any recognised University (ii) Knowledge in computer Desirable: One year Experience and working in a large Hospital/Institution
3	Nurses	13	(i) A degree in Nursing (B.Sc Nursing) from a recognised university for new recruits (ii) A Diploma in nursing from a recognised university for existing nurses who are already working have atleast one year in reputed hospital. (iii) Should have registered as a member of Nursing Council

4	Radiographer	1	(i) Matriculation or its equivalent (ii) Should possess certificate of x-ray technician or its equivalent issued by the Government recognised institute. (iii) Must have two years experience in the line in the Government or large hospital
5	Dental Assistant	1	(i) Matriculation or its equivalent (ii) Should possess certificate of Dental Mechanic or its equivalent issued by the Government recognised institute. (iii) Should have registered as a member of Dental Council (iv) Must have two years experience in the line in the Government or large hospital
6	Lab Technician	1	(i) Degree in Laboratory Technician from a recognized University (ii) Two years experience in a reputed Hospital
7	Operation Theatre Assistant	1	(i) Matriculation or its equivalent (ii) Diploma in Nursing (iii) One year experience in a reputed hospital
8	Dresser	6	(i) Matriculation or its equivalent (ii) Should be a qualified Nursing Assistant or a qualified Multi-purpose Health Worker with one year experience in a reputed Hospital.
9	Hospital Attendant	6	(i) Matriculation or its equivalent (ii) Certificate in Multipurpose Health works (iii) One year experience in a Government or a large Hospital.
10	Watchman	1	(i) Matriculation or its equivalent (ii) Experience in security service
11	Helper	1	(i) Matriculation or its equivalent with training as Dai (ii) One year experience in a hospital.

Note : Port Trust reserve the right to relax the above conditions subject to specific approval of competent authority.

(b) Minimum period of experience in supply : i) During the last 7 years as on 31.03.2016 of manpower. (Details shall be furnished in the firm should have executed at least three similar completed works of each work of 40% of estimated value. (i.e Rs.18,08,000/-)

(OR)

: ii) two similar works of each work of 50% of the estimated value (i.e. Rs.22,59,000/-)

(OR)

: iii) one similar work of 80% of the estimated value (i.e..Rs.36,15,000/-)

(c) The Average Annual Turnover 30% of the : Rs. 13,56,000/- estimated value of Rs.4517952/- during the last three years.

(Details shall be furnished in Form II)

The Tenderer shall furnish the Notarised copy of work completion / performance certificate as a proof for fulfilment of minimum criteria for pre-qualification. The Tenderer should clearly indicate the total amount received exclusively for supply of manpower.

The tender which does not satisfy the pre-qualification criteria as mentioned above shall summarily be rejected and shall not be considered for further evaluation.

6. EARNEST MONEY DEPOSIT:

EMD for all categories is Rs.,90,366/- (Rupees Ninety thousand three hundred and sixty six only). If the tenderer desires to submit the tender for any one of the categories or in combination of other categories, the amount of EMD for each category is furnished below :-

Sl. No.	Name of Post	Amount of Earnest Money Deposit (Rs.)
1	Physiotherapist	3462
2	Pharmacist	2952
3	Nurses	38361
4	Radiographer	2952
5	Dental Assistant	2952
6	Lab Technician	2952
7	Operation Theatre Assistant	2449
8	Dresser	14694
9	Hospital Attendant	14694
10	Watchman	2449
11	Helper	2449

The EMD of Rs. 90,366 /-, if quoted for all categories or the EMD shown in the above table against each category or combination of any of these categories for which tender is submitted, must be accompanied with the tender drawn in the form of Demand Draft or Banker's Cheque in favour of FA&CAO/ VOCPT from any Nationalised/ Scheduled commercial bank payable at Tuticorin.

The Earnest Money deposited by the unsuccessful tenderers will be refunded within fifteen days of deciding the L1 without interest. The Earnest Money deposited by the successful tenderer will be adjusted towards Performance Security and will be refunded after the completion of contract period or after furnishing bank guarantee towards Performance Security including EMD. The Earnest Money Deposit should be enclosed along with cover I. Whenever there is a delay in commencement of work, the EMD shall be forfeited. The EMD will not bear any interest.

7. PERFORMANCE SECURITY:

a) The contractor shall deposit an amount equal to 5% of the accepted tender value as Performance Security in the form of DD or Bankers' Cheque or irrevocable Bank Guarantee obtained from the Nationalised / Scheduled commercial bank having networth of above Rs.100 crores having its branch at Tuticorin and payable at Tuticorin in the form as per specimen in the Schedule (Annexure D). A letter from the Bank shall also be sent along with the Bank guarantee directly to the Employer within 15 days of placement of work order or before the commencement of work which ever is earlier. However, the Chief Medical Officer may relax the time limit of 15 days and extend it by further period of 10 days in extraordinary circumstances for the reasons recorded by him. If the performance Security is not deposited in time as prescribed above, the work order shall stand cancelled automatically and the Earnest Money Deposit will be forfeited. The performance security will remain in force throughout the period of contract and will be refunded on satisfactory completion of works. The contractor shall furnish the BG towards performance security by the issuing bank directly to the port. This amount will not bear any interest.

b) On receipt and acceptance of performance security 5% by the Board and after signing of Agreement , the earnest money submitted along with the tender will be refunded. No interest will be allowed on the earnest money from the date of its receipt until it is refunded.

8. PERIOD OF CONTRACT:

Period of Contract for the **Tender for** "Supply of Manpower services for various Posts (Medical and Paramedical) in VOC Port Trust on contractual basis" for a period of one year and the same may be extended by further one year period at the same rates, terms & conditions or the periods decided by Competent Authority as the case may be.

9. RATES TO BE FIGURES AND WORDS:

The tenderer shall quote the rate in Indian Rupees and in English, in figures as well as in words, the rates tendered by him in the concerned proforma of the tender and in such a way that interpolation is not possible. The tendered amount for the work shall be entered in the tender form and duly signed by the tenderer and enclosed and sealed in cover No.2" In case of any discrepancy between figures and written words, the rates in words shall be taken as the quoted price.

10. CORRECTION/VARIATION:

i) 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.

ii) 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 do not accept offers with the price variation clause.

iii) The prices and amounts entered in the schedule of price shall represent the tenderers offer for the work generally in accordance with work specifications and purpose given in this tender.

iv) Deviation: Tender should be completed in all respects for taking a decision immediately on opening of the tender. In the absence of tenderers disagreement to any particulars clause, it will be construed that they are agreeable to such ports conditions where they have not expressly deviated.

11. SIGNING OF TENDER:

The tender shall be signed only by the parties who are themselves in a position to undertake the work and possessing all other resources required for the purpose. The tender shall contain the name, residence and place of business of the person or persons submitting the tender and shall be signed by the tenderer with his usual authorized representatives followed by the name and designation of the person signing the document along with a copy of the partnership deed. Tender by a corporation shall be signed in the name of the corporation by a duly authorized representative, and a power of attorney in that behalf shall accompany the tender. A copy of the constitution of the firm with the names and addresses of all the partners shall be furnished. In the case of company, a copy of the Memorandum and Articles of Association shall be furnished.

Tenders may be submitted by agents on behalf of their principals, but in such cases the Board reserves the right to enter into contract with the principals director with the principals and agents jointly as deemed appropriate.

12. WITNESS:

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

13. ALL PAGES TO BE SIGNED:

All signatures in the tender documents shall be dated. All pages of all section of the original 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.

14. RIGHT OF THE BOARD 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.

15. TRANSFER OF TENDER DOCUMENTS:

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

16 (a) INCOME TAX

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 Officer 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 Officer earlier. **The contractor shall furnish PAN details.**

(b) SERVICE TAX

The service tax shall be paid by the Port at the rates applicable from time to time on submission of bills/ invoices as prescribed under service tax rules mentioning the full details regarding Name, Address, Service Tax Registration Number of the tenderer along with the description, classification and value of taxable services and service tax payable thereon.

17. OPENING AND ACCEPTANCE OF TENDER:

The sealed cover containing the No.1 cover of the tender will be opened at **15.30hrs** on **17.10.2016** in the presence of those tenderers who may be present and the cover No.2 will be opened only for those tenderers who are shortlisted and qualified. The date and time of opening of the No.2 cover will be informed to the qualified tenderers.

Tenders submitted by tenderers shall remain valid for acceptance for a period of 60 days from the date of opening of the tenders. The tenderer will not be allowed during the declared period of validity to revoke or cancel his tender or to vary any term thereof, without the consent in writing of the Chief Medical Officer, V.O.Chidambaranar Port Trust.

18. ADDENDA / CORRIGENDA:

Addenda/Corrigenda to the tender documents will be issued by the Chief Medical Officer, VOCPT prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions.

Such addendum/corrigendum will be distributed to each firm or person who had purchased the tender documents. Tenderers who are unable or unwilling to bring their tenders to conform to the requirements of the Board are liable to be rejected.

19. COLLECTION OF DATA – TENDERER'S RESPONSIBILITY:

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 or difficulties in the execution of the work. Before submitting the tender, the tenderer shall be deemed to have clearly understood and satisfy 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.

The prices and amount quoted by the tenderer shall allow for all costs, including escalation of labour, transport, insurance 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.

20. AMBIGUITY:

Should there be 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 Chief Medical Officer, V.O.Chidambaranar Port Trust in writing, whose interpretation shall be final and binding.

21. SIGNING THE CONTRACT:

The successful tenderer shall be required to execute an agreement in the proforma prescribed by the V.O.Chidambaranar Port trust (draft enclosed in the document) 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 tender. 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 or security deposit 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.

22. JURISDICTION:

The award of contract for the work Supply of Manpower services for various posts (Medical and paramedical) in VOC Port Trust on contractual basis” is subject to the legal jurisdiction of the Tuticorin (Tamil Nadu) regarding any matters concerning the contract.

23. DETERMINATION OF RESPONSIVENESS:

The tender which does not satisfy the pre-qualification criteria as mentioned at page 11 shall summarily be rejected and shall not be considered for further evaluation. The owner will scrutinize tenders to determine whether the tender is substantially responsive to the requirements of the tender document. For the purpose of this clause a substantially responsive tender is one which inter- alia confirms to all the terms and conditions, general conditions of the entire tender documents without any deviation (or) reservation. A tender which in relation to the estimated rates, is unrelating will be rejected as non- responsive. The decision of th is Port shall be final in this regard.

24. INSTRUCTIONS TO TENDERERS TO FORM PART OF THE CONTRACT:

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

25. INSPECTION OF SITE / OFFICE:

The tenderer is advised to visit the site / office before submitting their sealed offer in order to ascertain the nature of work involved.

26. LIQUIDATED DAMAGES:

If the Contractor fails to commence the work within the period specified or within such extended period as may be allowed by the Competent Authority, the contractor shall pay or allow to the Board a sum equivalent to 1 % of the value of the contract Price for every week (7 days of delay) or part thereof subject to a maximum of 10% of the total value of contract Price as liquidated damages beyond the said period or extended period, as the case may be during which the contractor fails to commence the work. Such damages shall be deducted by the Board from any moneys due to become or due to the Contractor.

27. The contractor shall furnish the deviation if any on Technical and commercial terms & condition in the enclosed form V.

28. COMPLIANCE WITH ESI ACT 1948:-

The contractor should adhere the Employees State Insurance Act 1948 (34 of 1948)

- (i) The contractor should have the ESI code. The contractor should submit the ESI code number and confirm the payments made by them.
- (ii) If the contractor employs less than 10 employees, the contractor should give the list of employees to be deployed by them. The said contractor should have to pay them employer and employee contribution to ESI in the code of VOCPT otherwise payment to contractors will be with held.
- (iii) If the contractors failed to comply with the above directions, the principle employer i.e PORT TRUST will recover the amount from the contractors bill and make payment to ESI. However, the contractor should register under ESI Act, with in one month i.e. before the release of first month payment.

29. THE CONTRACTOR SHOULD ADHERE THE EMPLOYEES PROVIDENT FUND ACT 1952.

- (i) The contractor should have the EPF code. The contractor should submit the EPF code number and confirm the payments made by them.
- (ii) The Contractor has to comply with all provisions contained in EPF and MP Act, 1952.
- (iii) Rate quoted in BOQ (prescribed) shall not include EPF component. The claim for EPF component shall be admitted as per actual on submission of documentary proof of payment made to EOPF authorities along with full details of man power deployed calculation of contribution. The contractor should register under EPF Act with in one month i.e. before release of first month payment.

30. Any further information may be obtained on application in writing to :

The Chief Medical Officer,
V.O.Chidambaranar Port Trust,
Tuticorin - 628 004, India.
Telephone : 91-0461-2352454
Fax : 91-0461-2352427
website : www.vocport.gov.in

31. Any Tender not conforming with the foregoing instructions will not be considered. The Employer does not bind himself to accept the lowest or any Tender and has the right to reject any Tender without assigning any reason and without any liability. No representation whatsoever will be entertained on this account.

32. No responsibility will be attached to any officer of the Port for premature opening of or the failure to open a Tender which is not properly addressed and identified.

33. All the conditions applicable to the Central Public Works Department including safety code, rules for the protection of health and sanitary arrangements for workers employed and labour regulations shall apply to this Contract also.

34. No foreign exchange is available for this work. All payments will be made only in Indian Rupees only.

35. The Tenderer should abide by this Tender for a period of 60 (sixty days) days from the date fixed for receiving the same or for such other periods as may be mutually agreed upon and it shall remain binding upon the Tenderer so that the Tender may be accepted at any time before the expiry of that period.

36. Further the Tenderer undertake that if his Tender is accepted, to enter into and execute when called upon to do so, an Agreement with such modifications as agreed upon, and unless and until the formal Agreement is prepared and executed, this Tender together with the written acceptance of the Employer shall form a binding Contract between the Trust and the Contractor.

37. The Contractor shall execute an Agreement in the form annexed and the cost of stamping the Agreement must be borne by the Contractor. The bill for the work shall be paid to the Contractor only after the execution of the Agreement.

38. Canvassing in connection with the Tender is strictly prohibited and the Tender submitted by the Tenderer who resort to canvassing will be liable for rejection.

SECTION-III

GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATIONS:

1. In the contract (as hereinafter defined) the following words and expressions shall have the meaning thereby assigned to them except where the contract otherwise required:
 - (a) "BOARD" means the Trustees of the Port of Tuticorin, a body corporate under Major Port Trust's Act of 1963 as amended from time to time.
 - (b) "CHIEF MEDICAL OFFICER" means the Chief Medical Officer of the V.O.Chidambaranar Port Trust or any other officer to perform such functions relating to the contract as may be nominated by the Port Trust.
 - (c) "CHIEF MEDICAL OFFICER REPRESENTATIVE" means any Officer or Assistant of the Chief Medical Officer detailed from time to time by the Chief Medical Officer to perform the duties as may be specified in this contract.
 - (d) "CONTRACTOR- SERVICE PROVIDER" means the person or persons, firm or company whose tender has been accepted by the Board and includes contractor's personal representative, successors and permitted assigns.
 - (e) "CONTRACT" means the conditions of contract, specifications, schedule of items of work within quantities and rates therein, tender and contract agreement.
 - (f) " CONTRACT PRICE" means the sum named in the tender subject to such additions thereto or deductions there from as may be made under the provisions here in after contained.
 - (g) "A day "means a day of 24 hours from midnight to the next midnight irrespective of the numbers of hours worked in that day.
 - (h) "A week" means seven days with out regard to the number of hours worked in any day in that week
 - (i) "A month" means month according to Gregorian Calendar.
 - (j) "Owner" means V.O.Chidambaranar Port Trust
2. The contract or any part, share or interest in it shall not be transferred directly or indirectly to any persons whomsoever without the written consent of the Board/Chief Medical Officer.
3. In the event of the breach of any of the provision of the contract by the contractor, the Board shall have the right to terminate the contract summarily.
4. In the event of the Board terminating the contract for breach by the contractor of any of the provisions thereof, the contractor shall be liable for any loss suffered by the Board upto the time of the termination of the contract and for any further loss the Board may suffer during the remainder of the period originally covered by the contract.

5. **INCOME TAX: Deduction of income tax as stipulated by the Income Tax Authorities will be made from the contractor's bills.** It is open to the contractors to make an application to the income tax authority concerned and obtain a certificate from them authorising the Port to deduct income tax at a lower rate or deduct no tax as may be appropriate. Such certificate shall be valid for the period specified therein unless it is cancelled by the income tax authority earlier. **The contractor shall furnish the PAN details.**
6. **SERVICE TAX:** Service tax in respect of this contract shall be indicated in the price bid.
7. **ACCIDENT OR INJURY TO WORKMEN:** The V.O.Chidambaranar Port Trust shall not be liable for any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or any other person in the employment of the contractor and the contractor shall indemnify and keep indemnified the V.O.C Port Trust against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
8. Any notice to the contractor shall be deemed to be sufficiently served, if given or left in writing at his usual or last known place of abode or business.
9. Upon the complete fulfilment of the contract by the contractor to the satisfaction of the Board, the amount deposited by the contractor as security for due fulfilment of the contract will be returned to him less the amount if any due by the contractor to the Board.
10. If however, the security is made up of a guarantee bond, executed by a Bank on behalf of the contractor, it will be discharged and returned to the Bank after collecting the amount, if any, due by the contractor to the Board.
11. If there is any lapse in this regard the contractor shall be personally responsible for the lapse and hold the Port Trust blameless in providing necessary assistance.
12. The contract is liable for cancellation if either the contractor himself or any of his employees is found to be a person who has held a Class I post under the Board immediately before retirement and has, within two years of such retirement, accepted without obtaining the previous permission of the Board or the Chairman, as the case may be an employment as contractor for, or in connection with the execution of public works, or as an employee of such contractor.
13. If any contract is terminated on account of the failure of the contractor to comply with the above clause, the Board shall be entitled to recover from him such damages as may be determined by the Chief Medical Officer with due regard to the inconvenience caused to the Trust on account of such termination without prejudice to the Trust's right to proceed against such officer.
14. **AMBIGUITY:** Should there be any ambiguity or doubt as to the meaning of the tender clauses/condition, if any further information is required, the matter should immediately be referred to the Chief Medical Officer, V.O.Chidambaranar Port Trust in writing whose interpretation shall be final and binding.
15. **LEGAL JURISDICTIONS:** The legal jurisdictions of the tender shall be restricted to the local courts at Tuticorin, Tamilnadu only and no court other than the above will have jurisdiction concerning the work order.

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

1. The service provider shall not assign, transfer, pledge or sub-contract the performance or services without the prior written consent of this Port.
2. All services shall be performed by persons qualified and skilled in performing such services.
3. The period of contract will initially be for a period of **ONE** year from the date of award of contract and extendable by further one year period at the same rates, terms & conditions or the periods decided by Competent Authority as the case may be, subject to review of the performance of every ONE year or extended period, at the discretion of this Port after expiry of contract.
4. The tender should be submitted under Two Cover System. The sealed envelope should contain Annexure 'A' duly signed and the information as prescribed in Annexure -'A' and 'B' and Form I, II, III IV & V in one cover and another cover of Price Bid in Form VI **indicating the Administrative Charges for the rate specified per person per month for 8 hours per day**, both covers sealed separately. **Administrative charges will be paid only for wages per person per month (wages per day x no.of days worked) and less deduction towards leave salary excluding the Employer's and Employee's contribution of ESI and EPF.** If the rate of wages is revised, the administrative charges will be paid for revised rate of wages. Normally the engagement will be on monthly basis. Bidders will be required to quote separately for all statutory requirements like EPF, ESI or any other taxes as may be applicable as per the Proforma. The sealed envelope superscribed **Tender for "Supply of Manpower services for various posts (Medical and Paramedical) in VOC Port Trust on contractual basis"** and should be addressed to the Chief Medical Officer , V.O.Chidambaranar Port Trust, Tuticorin – 628 004 and it should be dropped in the Tender Box kept at the Chamber of Chief Medical Officer , V.O. Chidambaranar Port Trust, Tuticorin - 628 004, Tamilnadu on or before **17.10.2016 by 15.00 hrs.**
5. The Sealed Cover will be opened at **15.30 hrs on 17.10.2016** in the presence of those tenderers who are present. Tenders submitted by tenderers shall remain valid for a period of 60 days from the date of opening of the tenders. The tenderer will not be allowed during the declared period of validity to revoke or cancel his tender or to vary any term thereof. Any tenderer withdraw his tender before the date of validity as declared, the Earnest Money Deposited by the tenderer shall be forfeited.
6. The Tenderer shall be paid the "Administrative Charges" on monthly basis.
7. The Performance Security will be released only 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 the Secretary in writing, the Earnest Money Deposit is liable to be forfeited and the contract cancelled.
8. In case of breach of any terms & conditions attached to this agreement, the Performance Security Deposit of the Service Provider shall be liable to be forfeited besides annulment of the Agreement.

9. The Board may at their option forfeit the Performance Security if the Service Provider 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 Service Provider. This is without prejudice to the rights of the Board under the terms of the contract.
10. The Performance Security shall not in any way be construed as a limitation of the Service Provider'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. Performance Security shall not bear any interest.
11. **EMPLOYMENT CONDITIONS:**
The persons supplied by the Agency should be free from any adverse remarks in any Police records/Criminal cases are pending against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to this Department. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.
12. The Service provider has to provide the Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately. Also, the photo Identity cards for entering into Port shall be purchased from this Port for such persons deployed at the last date of the successful Tenderer.
13. Attendance register for contractual employees shall be maintained by the Service Providers at the duty spot and authenticated by an Officer of VOCPT and the fact of the same should be furnished in the monthly bill by the Officer of VOCPT authenticated.
14. The personnel deployed by service provider should be deputed for the work assigned by the Officers of VOCPT from time to time.
15. The personnel deployed under the Contract should be good in public relations and while handling the assigned work, their actions shall promote goodwill and ensure discipline, integrity and enhance the image of this Port. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
16. The Port may request the service provider to dismiss or remove from the work, any person or persons, employed by the service provider, who may be incompetent or for his/her/their misconduct and service provider shall forthwith comply with such requirements.
17. The service provider shall replace immediately any of its personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from Port at any point of time during the currency of contract.

18. Port shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service providers. The Service Provider shall indemnify any loss/ damage occurring to the Port / Port properties.
19. The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential/secret nature that can attract legal action.
20. The persons deputed shall not be below the age of 20 years and maximum age of present should be within 45 years in respect of all categories and they shall not interfere with or disturb the duties of the employees of the Port.
21. The person deployed shall not claim any Master & Servant relationship against this Port.
22. The service provider shall ensure proper conduct of the deployed person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work and comply with Port rules and regulations including the requirement of ISO 9001 and EMS 14001.
23. As and when complaints are made by the Officer of VOCPT against any personnel deputed to the Service Provider, immediate action should be taken by the Service Provider to withdraw such personnel and replace them may ensure that persons of known and clear antecedents are deployed under this contract.

24. STATUTORY PROVISIONS:

- (i) The transportation, food, medical and other statutory requirement under the various Acts / Govt. Regulations in respect of each personnel of the service provider will be the responsibility of the service provider. This shall include all statutory payments as applicable from time to time. However, statutory payments or any such other statutory requirements to the successful Service Provider shall be made subject to furnishing of proof of documentary evidence of such payments to the concerned authorities of the outsourced persons every month without fail and before submitting bills for the subsequent months. The bills should be for reimbursement of the actual amount to the service rendered by the Service Provider.
- (ii) Recruitment and appointments of a personnel should be made only by the Service Provider and the VOCPT shall not be responsible for or party to any labour or other dispute that may arise between the Service Provider and the contract personnel.
- (iii) The Service Provider is the employer of the personnel under all labour legislation including Industrial Disputes Act, 1947 etc.
- (iv) The Service Provider is totally responsible for making any payments as may become applicable to the staff employed by them under the provisions of the Employees' compensation Act, 1923.
- (v) The Service Provider shall comply with all the statutory regulations that are in force and that may become applicable in future and from time to time all matters touching this agreement matters arising there from.

- (vi) All statutory obligations like EPF., ESI compensations for accidents of any kind or any other payments totally rest with the said contract and if Service Provider fails to recover and remit along with contributions, VOCPT shall deduct the same from Administrative charges payable to the Service Provider and remit the same to the prescribed authorities on Service Provider behalf.
- (vii) The person deployed by service provider shall not claim any benefit/ compensation/ absorption/ regularisation of services in VOC Port office under the provision of Industrial Disputes Act, 1947 and Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the service provider to this office. The persons so deployed shall be under the control and responsibility of the Agency and Port has no liability what so ever in this regard.

25. WORKING HOURS:

Working hours will be 8 hours between I shift, II shift, III shift and OP duty (8 hrs per shift). General shift will be 8 hrs between 08.30 hrs to 16.30hrs.

26. PAYMENT DETAILS:

- (i) The service provider shall engage the necessary person as required by this Port from time to time. The said person engaged by the service provider shall be employee of the service provider and it shall be the duty of the service provider to pay their salary by cheque or EDI every month in time by the Service Provider. The said person(s) of the service provider shall not be entitled for any benefit whatsoever. The Service Provider should ensure the payment of salary as per the relevant statutory and ensure comply with the provisions of all applicable labour laws.
- (ii) The service provider will submit the bill in triplicate in the 1st week of following month for payment with reference to rates quoted in the price bid per month. The payment will be made on pro-rata basis whatever the amount comes to after necessary deduction in terms of non-permissible absent of the manpower. The normal time to make payment by this Port is 45 days to 60 days from the date of receipt of bill in full shape.
- (iii) **Whenever increase in minimum wages of scheduled employment in Central sphere Establishment falling under the Government of India issued by Ministry of Labour and Employment, Government of India, the wages of persons deployed by the Service Provider should also be enhanced at par. On revision of rate of wages administrative charges will be paid for the revised rate of wages.**
- (iv) The service provider will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the office.
- (v) The service provider shall provide a substitute well in advance if the person deployed is on leave and the Port will not bear any additional cost for such substitute.
- (vi) **Short supply of Manpower during commencement of contract :**
If the Contractor fails to commence the work within the period specified or within such extended period as may be allowed by the Competent Authority, the contractor shall pay or allow to the Board a sum equivalent to 1 % of the value of the contract Price for every week (7 days of delay) or part thereof subject to a maximum of 10% of the

total value of contract Price as liquidated damages beyond the said period or extended period, as the case may be during which the contractor fails to commence the work. Such damages shall be deducted by the Board from any moneys due to become or due to the Contractor.

(vii) **Non supply of Manpower during the currency of Contract :**

If for any reason the personnel deployed by the service provider proceeds on absence, he/she should properly intimate the Controlling Officer and the Concerned Administration before such absence or in case of Medical emergency on the first day of taking such absence either officially or telephonically clearly indicating the number of days he/she will be absent. The service provider shall provide a substitute. No payment will be made for the period of absence. If no substitute is provided by the service provider and the absence is beyond 3 working days in a month continuously, a penalty of 10% of the Rate quoted for such category of person shall be recovered from the bill (proportionately for the period of absence per person) in addition to non payment for not reporting to duty (Denominator -30 days).

(vii) Payments to the service provider would be strictly on certification by the office with whom he is attached that his services were satisfactory and attendance as per the requirements of deployment as per the subject tenders.

(viii) **The service provider must certify that the payment to the employees provided by him have to be credited to concerned individual bank account.**

(ix) The service provider shall be accessible at all times and message(s) sent by E-mail/Fax/Special Messenger/Phone from the Department to the service provider shall be acknowledged immediately on receipt on the same day. The Service Provider will ensure every day that the stipulated manpower has been complied with.

27. AGREEMENT CONDITIONS:

- (a) The Successful tenderer shall execute an Agreement in a Stamp paper at a value of Rs.100/- in the prescribed format **vide Annexure – 'C'**
- (b) In the event of the tenderer, after the issue of the communication of 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 Service Provider'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.
- (c) **The service provider agrees to provide additional manpower for any categories of posts, which have been listed as well as not listed in the**

tender schedule, at the quoted rate/ or at the rates indicated at 26 (iii), if VOC Port gives one month notice in this regard.

- (d) Port Trust reserves the right to reduce the number of persons by giving one month notice. The employer shall give a personal evaluation report every quarterly on contract employee if any found not satisfactory should be replaced with a suitable person of same category.
- (e) The employer shall give a personal evaluation if report every quarterly on each contract employee if any found not satisfactory should be replaced with a suitable person of same category
- (f) By mutual consent, additional manpower of other categories not mentioned in the tender document shall be supplied at the rates arrived based on the calculation method followed for the present tender.
- (g) The V.O. Chidambaranar Port Trust reserves the right to cancel the contract at any stage without assigning any reason by giving one month notice.
- (h) The agreement can be terminated by the party by giving three months notice in advance. If the agency fails to give three month's notice in writing for termination of the Agreement, the Performance Security will be forfeited.
- (i) That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
- (j) All disputes and differences arising out of or in any way connected with the contract shall be referred to the Chairman, V.O.Chidambaranar Port Trust, Tuticorin – 628 004 whose decision shall be final. Further, if any dispute is to be referred to the courts, the legal jurisdiction shall be Tuticorin.
- (k) Documents to be submitted by the Successful Service Provider before deployment of manpower:
 - (i) List of manpower shortlisted by Service Provider for deployment in the VOCPT containing full details i.e. Date of birth, marital status, educational qualification, Photo ID Card provided by the Service Provider.
 - (ii) Bio Data of all persons alongwith copy of certificate.
 - (iii) Any other document considered relevant

28. PROFORMA FOR TENDER SCHEDULE - Form – I to Form VI - enclosed.

CHECK LIST

The following documents shall be placed in an envelope and it should be wax sealed and super-scribed, as “ **Bid for Tender for** “Supply of Manpower services for various posts (Medical and Paramedical) in VOC Port Trust on contractual basis”

1. Duly completed tender form.
2. Earnest Money Deposit by means of Demand Draft/Pay order of Rs.90366/- (Rupees Ninety thousand three hundred and sixty six only) drawn in favour of Financial Adviser & Chief Accounts Officer, V.O.Chidambaranar Port Trust, Tuticorin – 628004. or EMD will vary if the Tender is only for selected categories and refer Tender Clause in this regard.
3. Notice Inviting Tender.
4. All pages of Tender document duly signed by the tenderer.
5. Forms I to VI duly filled in and enclosed.
6. PAN Card of Service Provider/Company / Agency (attach attested copy of PAN Card).
7. Copies of Work Order(s) issued by Tenderer’s clients
8. Performance Certificate (attested copies) issued by the clients to the tenderer, (which should have rating of satisfactory) for the **last three years duly signed** by client’s authorized signatory.
9. The envelope superscribed as Tender for **Tender for** “Supply of Manpower services for various posts (Medical and Paramedical) in VOC Port Trust on contractual basis”

Signature of the Tenderer
with seal of the Service Provider/Company / Agency

ENCLOSURE LIST

(Fill the Page Nos., where the documents mentioned are placed)

1. Duly completed Tender Form at Page No._____.
2. Earnest Money Deposit by means of Demand Draft/Pay Order No. _____
Dated._____ for Rs.90,366/- (Rupees Ninety thousand three hundred and sixty six only) drawn in favour of Financial Adviser & Chief Accounts Officer, V.O. Chidambaranar Port Trust, Tuticorin-628 004 at Page No._____.
3. Notice Inviting Tender at Page No._____.
4. Terms and Conditions of the Tender (Section I to III) at Page No._____.
5. Forms I to V attached with the Tender Notice have been duly filled in and enclosed at Page Nos._____.
6. PAN Card of Service Provider/Company / Agency – attested copy placed at Page No._____.
7. Details of manpower supplied by the Tenderer in its letterhead placed at Page No._____.
8. Copies of Work Order issued by Tenderer's clients – attested copy placed from Page No._____to _____.
9. Attested copies performance certificate issued by the clients of the Tenderer, for two years – Copies placed from Page No._____ to _____.

Place: _____
Date : _____

Signature of the Tenderer
With Name & Seal

**V.O.CHIDAMBARANAR PORT TRUST
FORM OF AGREEMENT**

This AGREEMENT made this _____ day of _____ two thousand and sixteen Board of Trustees of the Port of V.O.Chidambaranar, a body corporate under Major port Trust Act 1963 (herein after called the Board which expression shall, unless excluded by or repugnant to the context, be deemed to include the successors in office) on the one part AND (hereinafter called the “CONTRACTOR” which expressions 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 Trustees of the port of V.O.Chidambaranar is desirous of the work comprising Supply of Manpower services for various posts (Medical and Paramedical) in VOC Port Trust on contractual basis.

WHEREAS the contractor has offered to execute, complete and maintain such works and whereas the Board has accepted the tender of the contractor and **WHEREAS** the contractor has furnished a sum of _____ Rs. _____/-(Rupees _____ only) as Earnest Money Deposit at the time of tendering which will be adjusted against security deposit as per memorandum will be collected by deductions from the running bills, at the rates mentioned there in for the due fulfilment of all the conditions of the contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this agreement words and the expressions shall have the same meanings as are respectively assigned to them in the conditions of the contract hereinafter referred to.

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

- 1 Tender Notice
2. Instruction to Tenderers
3. Terms and Conditions
5. Annexes
6. Schedule of Price
7. Work Order. No.

The contractor hereby convenience with the Board of trustees of V.O.Chidambaranar port to construct complete and maintain the “works” in conformity in all respects with the provision of the agreement.

The Board of the Trustees of V.O.Chidambaranar port hereby covenants to pay the contractor in consideration of such construction, completion and maintenance of the works the "Contract price" at the time and in the manner prescribed by the contract.

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

The common seal of the Trustees of
V.O.Chidambaranar port was here into affixed and

The Chairman thereof, has set his
Hand in the presence of

CHAIRMAN of the Board
of Trustees V.O.Chidambaranar
Port Trust

Signed and sealed by

The Contractor in the presence of

SPECIMEN FORM OF BANK GUARANTEE BOND (FOR PERFORMANCE SECURITY)

In consideration of the Chairman representing the Board of Trustees of V.O.Chidambaranar Port (hereinafter called "The Port") having agreed to exempt _____ (hereinafter called "said contractors") from the demand, under the terms and conditions of contract awarded in No _____ dated _____ made between _____ and _____ for _____ (hereinafter called "said Agreement") of Performance security for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs. _____ (Rupees ----- only).

2.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 contractor(s) of any of the terms and conditions contained in the said Agreement.

3.We* ___ do hereby undertake to pay the amounts due 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 contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the contractor(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. ____.

4.We undertake to pay to the Port any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings before any Court of Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

6.We* _____ 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 General Administration Department, V.O.Chidambaranar Port Trust certified that the terms and condition of the said Agreement have been fully and properly carried out by the said contractor's and accordingly discharges this Bank Guarantee. Unless a demand or claim under this Guarantee is made on us in writing within three months from the date of expiry of the validity of the Bank 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 Contractor(s) renew or extend this Guarantee for such further period or periods as the Port may require.

7. We * _____ further agree the Port, that the Port shall have the fullest liberty without 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 or from time to time any of the powers exercisable by the Port against the said Contractor(s) or for any forbearance, act or omission on the part of the Port or any indulgence by the Port to the said Contractor(s) or by any such matter or thing whatsoever which under the Law relating to sureties would but for this provision, have effect of so relieving us.

8. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)

We * _____ 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 upto _____ (period)

Dated the day of 2016 for**

Indicate here the name of the Bank

Indicate here the period or date.

Contractor

* * * *

LETTER OF APPLICATION

Registered Business Name :

Registered Business Address :

Telephone :

Telex :

Fax :

E.Mail :

Internet :

To

The Secretary,
V.O.Chidambaranar Port Trust,
Tuticorin – 628 004,

Sir,

1. We hereby apply to be qualified with the V.O.Chidambaranar Port Trust as a Bidder for the work of **“Tender for** “Supply of Manpower services for various posts (Medical and Paramedical) in VOC Port Trust on contractual basis”

2. We authorize V.O.Chidambaranar Port Trust or its authorized 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, we hereby authorize (any Public Official, Engineer, Bank, Depository, Manufacturer, Distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by V.O.Chidambaranar Port Trust to verify statements and information provided in this application or regarding our competence and standing.

To
The Chief Medical Officer,
V.O.Chidambaranar Port Trust,
TUTICORIN -628 004.

Subject:- **Tender for** “Supply of Manpower services for posts (Medical and Paramedical) in VOC Port Trust on contractual basis”

Sir,

The undersigned have read and examined in detail the tender document in respect of providing manpower services on contract basis, do hereby express our interest to provide such services.

Corresponding Details

1. Name of the Company / Agency :
2. Address of the Company / Agency :
3. Name if the Contract person to whom :
all references shall be made
regarding this tender
4. Designation and address of the :
person to whom all references shall
be made regarding this tender
5. PAN and Service Tax details :
6. Telephone (with STD Code) :
7. E-mail of the contract person :
8. Fax. No. (with STD Code) :

It is certified that the person, who shall engage in duties are competent enough and have necessary qualification for taking up this assignment.

Document framing part of the bid:-

The following documents are enclosed :

- (i) Form - II : Minimum eligibility
- (ii) Form - III : Prior Experience
- (iii) **Form - IV : Declaration Letter**
- (iv) **Form V – Deviation if any**
- (v) **Form - VI : Price Bid for indicating Administrative Charges**
- (v) Earnest Money Deposit
- (vi) Letter of authorization (in the name of contract person) representing the

Company / Agency .

Thanking you,

Yours faithfully,

(Signature of Authorized Person)

Place: _____

Name _____

Date : _____

Designation _____

Business Address: _____

Seal _____

MINIMUM ELIGIBILITY

The Details in respect of the Company / Agency are as given under:-

- 1 Name of the Company / Agency / Firm :

- 2 Annual Turnover(Proforma enclosed below) from providing manpower and copies Work Order / Performance Certificate of three years audited accounts duly attested by Notary :

Yours faithfully,

(Signature of Authorized Person)

Place: _____

Name _____

Date : _____

Designation _____

Business Address: _____

Seal _____

Witness with signature

1) Name & Address _____

2) Name & Address _____

FINANCIAL STATUS

Summary of yearly turnover on the basis of the Audited Balance Sheet for the last three financial year (2012 - 13, 2013-14 and 2014 - 15)

<i>Sl.No.</i>	<i>Financial year</i>	<i>Total Turnover</i>
01	Year 2012 - 2013	Rs.
02	Year 2013 - 2014	Rs.
03	Year 2014 - 2015	Rs.

Note: *Attach Notary certified copies of the Audited Financial Statement consisting of Annual Turnover, Profit and Loss Account, Balance Sheet, Income Tax return etc.

PRIOR EXPERIENCE

(Using the format below, provide information in respect of the each Department/Agency in whom manpower was provided by the Company / Agency during the last Seven years ending 31.03.2016 in the Proforma enclosed)

- 1 Name of the Company / Agency / Firm :
/Service Provider/Agency, along with
its address and details of contract
person to whom manpower was
provided

- 2 Type of manpower provided and theirs :
numbers:
(Name of posts, as specified in price
schedule)

Yours faithfully,

(Signature of Authorized Person)

Place: _____

Name _____

Date : _____

Designation _____

Business Address _____

Seal _____

Witness with signature

1) Name & Address _____

2) Name & Address _____

EXPERIENCE

Experience in similar type of work for the last seven years as on 31.03.2016

Sl No	Name of work	Value of work executed	Contract period		Scheduled period of completion	Contractor's name and address
			Commencement	completion		
1						

Note:- The copy of the work orders and satisfactory completion/ Performance certificate attested by the Notary Public for the completed works shall be furnished.

DECLARATION

Declaration letter on official letter head stating the following:-

1. We have not involved in any major litigation that may have an impact of affection or compromising the delivery of service as required under this tender.
2. We are not black-listed by any Central/State Government/Public Sector Undertaking in India.

Yours faithfully,

(Signature of Authorized Person)

Place: _____

Name _____

Date : _____

Designation _____

Business Address: _____

Seal _____

**SCHEDULE OF DEVIATIONS FROM GENERAL AND SPECIAL CONDITIONS AND
GENERAL RULES AND DIRECTIONS OF THE TENDER ENQUIRY**

**ALL DEVIATIONS FROM GENERAL AND SPECIAL CONDITIONS AND GENERAL RULES
AND DIRECTIONS OF THE TENDER ENQUIRY SHALL BE FILLED IN BY THE
TENDERER, CLAUSE BY CLAUSE IN THIS SCHEDULE**

SECTION NO	SPECIFICATION CLAUSE NO.	DEVIATION
-------------------	---------------------------------	------------------

The Tenderer hereby certified that the above – mentioned are the only deviations from General and special conditions and General rules and directions of this tender inquiry and tender conforms to the specification in all respects.

Company Seal :

Signature :

Designation :

Company :

Date :

COVER- II

PRICE SCHEDULE

PRICE BID FOR INDICATING ADMINISTRATIVE CHARGES

1. Name of the Company / Agency address etc.

2. Details of rate quoted

(figure may be written in words as well as in figures, in case of any discrepancy between figures and words, the amount written in words will be taken for consideration)

Note : No cutting or over writing will be allowed

Sl.No	Name of the Post	Wage per day	Wage p.m. per person (Col.3 x30)	ESI @ 4.75% (Col.4x4.75%	EPF&13.36% (Col.4x13.36%)	Total Wages per Month per person (Col4+5+6)	Total No. of posts	Grand Total Wages (p.m Col.7x8)	Total wages for 12 monthly Period (Col 9x12 months	Administrative charges to be indicated by the tenderer in percentage on column
-1	-2	-3	-4	-5	-6	-7	8	9	10	
	Class III									
1	Physiotherapist	407	12210	580.00	1631.00	14421.00	1	14421.00	173052.00	
2	Pharmacist	347	10410	494.00	1391.00	12295.00	1	12295.00	147540.00	
3	Nurses	347	10410	494.00	1391.00	12295.00	13	159835.00	1918020.00	
4	Radiographer	347	10410	494.00	1391.00	12295.00	1	12295.00	147540.00	
5	Dental Assistant	347	10410	494.00	1391.00	12295.00	1	12295.00	147540.00	
6	Lab Technician	347	10410	494.00	1391.00	12295.00	1	12295.00	147540.00	
	Class IV									
7	Operation Theatre Assistant	288	8640	410.00	1154.00	10204.00	1	10204.00	122448.00	
8	Dressess	288	8640	410.00	1154.00	10204.00	6	61224	734688.00	

9	Hospital Attendant	288	8640	410.00	1154.00	10204.00	6	61224.00	734688.00
10	Watchman	288	8640	410.00	1154.00	10204.00	1	10204.00	122448.00
11	Helper	288	8640	410.00	1154.00	10204.00	1	10204.00	122448.00

- - Actual payment of Administrative charges will be on the actual amount paid by the tenderer after deduction of leave salary.

NOTE:

Employees Provident Fund amount shall be Reimbursed to the Contractor on production of documentary evidence for the remittance of Provident Fund with the EPF authorities.

ESI – Employees State Insurance shall be paid by the Service Provider as per Government Rules.

Note: Service Tax shall be paid at the rates applicable from time to time subject to providing registration number registered under Service Tax provision in the Central Excise Department.

Hence, if Service Tax is applicable, same may be mentioned clearly.

Seal

Signature