

Tender for selection of an agency for supply, operate and maintenance of 15 nos. of trawlers on monthly rental basis for coastal patrolling under Odisha Police (Coastal Security)

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**Tender for selection of an agency for supply, operate and maintenance of 15 nos. of trawlers on monthly rental basis for coastal patrolling under Odisha Police (Coastal Security)**

**Tender No: Ref Number: 44-RFP-01/PBTC/2024-25/CSPO  
Date: 06.01.2025**

**E.M.D: Rs. 15,00,000 (Rupees Fifteen Lakhs Only)  
Tender Fees: Non-refundable Rs. 11,800/- {Rs.10,000/- + 18% GST (Rs. 1800/-)}**

**Tender Inviting Authority**

**Office of the Additional Directorate General of Police (Costal Security)  
Bhubaneswar, At/PO: Rasulgarh, Bhubaneswar Dist.: Khurdha, PIN: 751010  
E-Mail Id: [adqcs-odisha@gov.in](mailto:adqcs-odisha@gov.in)**

## **Disclaimer**

The information contained in this document ("Tender") or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the office of the Additional Directorate General of Police, Odisha Police (Costal Security) or any of its employees or advisers, is provided to the Bidders on the terms and conditions set out in this Tender and such other terms and conditions subject to which such information is provided.

This Tender is not an agreement and is neither an offer nor invitation by the office of the Additional Directorate General of Police, Odisha Police (Costal Security) to the prospective Bidders or any other person. The purpose of this Tender is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the Tender. This Tender includes statements, which reflect various assumptions and assessments arrived at by the office of the Additional Directorate General of Police, Odisha Police (Costal Security) in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender may not be appropriate for all persons, and it is not possible for the office of the Additional Directorate General of Police, Odisha Police (Costal Security), its employees, or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements, and information contained in this Tender may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Tender and obtain independent advice from appropriate sources.

Information provided in this Tender to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Office of the Additional Directorate General of Police, Odisha Police (Costal Security) accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

Office of the Additional Directorate General of Police, Odisha Police (Costal Security), its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender and any assessment, assumption, statement or

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information contained therein or deemed to form part of this Tender or arising in any way in this selection process.

Office of the Additional Directorate General of Police, Odisha Police (Costal Security) also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Bidder upon the statements contained in this Tender. The office of the Additional Directorate General of Police, Odisha Police (Costal Security) may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender.

The issue of this Tender does not imply that the office of the Additional Directorate General of Police, Odisha Police (Costal Security) is bound to select a Bidder or to appoint the selected Consultant, as the case maybe, to provide the Services and office of the Additional Directorate General of Police, Odisha Police (Costal Security) reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the office of the Additional Directorate General of Police, Odisha Police (Costal Security), or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the office of the Additional Directorate General of Police, Odisha Police (Costal Security) shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

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## **Invitation for Proposal**

Office of the Additional Directorate General of Police, Odisha Police (Coastal Security) hereby invites tender to **Supply, operate and maintain 15 nos. of trawlers on rental basis for coastal patrolling under Odisha Police (Coastal Security)**. Bidders/Agencies are advised to study this document carefully before submitting their proposals in response to the tender notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

The complete bidding document has been published on <https://tendersodisha.gov.in/> and <https://odishapolice.gov.in/> for the purpose of downloading. The download of bidding document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required tender/bidding document fee and Earnest Bid Deposit (EMD).

To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Class-II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safe crypt, Ncode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

- I. A two-envelope selection procedure shall be adopted as stipulated in this tender.
- II. Bidders (authorized signatory) shall submit their offer online in electronic format for preliminary qualification, financial proposal. However, e-Tender processing fees, and Earnest Money Deposit (EMD) should be paid as per instructions provided in the bidding document.
- III. Office of the Additional Directorate General of Police, Odisha Police (Coastal Security) will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid proposal, pay Tender fee, EMD, well in advance in time to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.
- IV. Bidders are also advised to refer Bidders Manual Kit available at <https://tendersodisha.gov.in/> for further details about the e-tendering process.

## **1 Introduction**

The Odisha Police Coastal Security Department is a specialized wing of the Odisha Police tasked with safeguarding the state's 480-kilometer coastline along the Bay of Bengal, covering the districts of Balasore, Bhadrak, Kendrapara, Jagatsinghpur, Puri, and Ganjam. Its primary responsibilities include ensuring maritime security by preventing infiltration, protecting coastal installations, and combating crimes such as smuggling, illegal fishing, and human trafficking. The department also plays a vital role in disaster management by assisting during cyclones, floods, and tsunamis and supporting relief operations for affected communities. To achieve these objectives, it operates 18 Marine Police Stations (MPS) strategically located along the coast and deploys a fleet of high-speed patrol boats equipped with advanced GPS, radars, and communication systems. Working in close collaboration with the Indian Coast Guard and Navy, the department strengthens intelligence sharing and surveillance to ensure the safety and security of Odisha's coastal region.

- i. Office of the Additional Directorate General of Police, Odisha Police (Coastal Security) has issued this Tender, and the bids shall be received from the intending Bidders as specified in Clause 4.4 of this Tender.
- ii. "Single Stage" bidding process is to be followed for selection of the successful bidder. The work shall be awarded to the qualified Bidder quoting the Lowest "Financial Bid" for the scope of work mentioned in Clause 2 of this Tender.
- iii. The bidder should conduct a detailed survey of the site/roads before/after submission of the Proposal at its own cost. Failure to investigate fully the site/roads conditions shall not be a valid ground to relieve the bidder after the submission of its Proposal or relieve the bidder from any responsibility for estimating the difficulty or costs of successfully completing the Project.
- iv. Office of the Additional Directorate General of Police, Odisha Police (Coastal Security) shall adhere to follow the following time schedule for bidding process:

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**1.1 Bid Datasheet**

No	EventDescription	EstimatedDate
1	Tender Reference Number	<b>44-RFP-01/PBTC/2024-25/CSPO</b> Date: 06.01.2025
2	DownloadofTender Documentsfrom website	<a href="https://tendersodisha.gov.in">https://tendersodisha.gov.in</a> <a href="https://odishapolice.gov.in">https://odishapolice.gov.in</a>
3	Last date for submission of Queries for clarifications	Date: 10.01.2025 Time: Till 4:30 PM Email: <a href="mailto:adgcs-odisha@gov.in">adgcs-odisha@gov.in</a>
4	Pre-BidConference	Date:13.01.2025 1:30 PM (Online Link shall be shared based on the request receive form bidder on E Mail ID – <a href="mailto:adgcs-odisha@gov.in">adgcs-odisha@gov.in</a> <b>Location:</b> A.I.G (Coastal Security) Office of the Additional Directorate General of Police (Costal Security), Bhubaneswar, At/PO: Rasulgarh, Bhubaneswar Dist.: Khurdha, PIN: 751010
5	Response to Pre-Bid Queries by uploading in website	Date: 15.01.2025
6	Submission of Online Bid Due Date and Time (Submission of Pre-qualification Proposal Form and Financial Proposal)	Date: 21.01.2025 till 5:30 PM
7	Due Date &Time for Submission of (Original of e-Tender Processing fees, Bid Security and other Pre-qualification documents submitted online	Date: 22.01.2025 till 5:30 PM
8	Opening of Financial Bid(online) of Qualified Bidders	To be informed technically qualified bidders
9	Tender Fee	Tender Fees: Non-refundable Rs. 11,800/- {Rs.10,000/- + 18% GST (Rs. 1800/-)} Tender fee in shape of Banker's Cheque/ Demand Draft to be made from any Nationalized Bank or



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		Scheduled Commercial Bank in the name of "AIG of Police (Provisioning) Odisha, Cuttack "
10	EMD	E.M.D: Rs. 15,00,000 (Rupees Fifteen Lakhs Only) EMD in shape of Banker's Cheque/ Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in the name of "AIG of Police (Provisioning) Odisha, Cuttack "

In case a date happens to be a Public Holiday of Government of Odisha, the next working day will be the applicable date for the proposed event.

## **2 Scope of Work**

An agency shall be engaged for providing 15 trawlers on rental basis the scope of services for the agency providing these trawlers typically includes the following:

- i. Supply of 15 seaworthy and fully functional trawlers suitable for patrolling purposes at various locations of marine's police stations in Odisha for an initial period of 1 year.
- ii. Ensure that the trawlers are equipped with basic navigation, communication, and safety equipment (e.g., GPS, VHF radios, life jackets).
- iii. Regular maintenance and operational readiness of trawlers.
- iv. Provision of qualified and experienced crew for operating the trawlers, including:
  - a) Boat captains/skippers.
  - b) Engine operators/mechanics.
  - c) Support staff
- v. Ensure adherence to Odisha Coastal Security Police operational guidelines and protocols during patrolling.
- vi. Facilitate patrolling up to 10 hours daily as per the schedule and routes defined by the Odisha Marine Police.
- vii. Coordinate with Odisha Marine Police Stations during patrolling missions to address operational requirements.
- viii. Conduct patrolling in sensitive or designated areas, as identified by Odisha marine Police.
- ix. Ensure the safety of Odisha marine police personnel on board during patrolling operations.
- x. Be prepared to handle emergency situations, such as engine breakdowns or adverse weather conditions.
- xi. Maintain emergency kits, including first-aid supplies and rescue equipment.
- xii. Ensure compliance with all maritime and Government regulations.
  - a. Valid registration and fishing licence duly issued by F &ARD Department
  - b. Necessary permission from Authorised Officer, OMFRA for engagement in activities other than fishing for specific period
  - c. Proper colour coding specific to State of Odisha (Hull – Red & Bottom – Black)
  - d. Trawler must have adequate lifesaving kit (Life buoy and lifesaving jackets) for all the crews.
  - e. Must be fitted with navigational, communication equipment including registered transponders.

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- f. Patrolling trawler must be equipped with adequate sea navigation aids like mast light, back light and must hoist the National flag during each voyage.
- g. Seaworthy certificate from Marine engineer/ Naval architect every year
- h. Sea endurance capacity for sustaining 2 to 3 days voyage
- i. Engine must be fully functional.
- j. Must operate across Odisha coast
- xiii. Maintain logs of daily patrolling activities, including time, routes, incidents, and fuel consumption.
- xiv. Provide detailed reports to Office of the Additional Directorate General of Police, Odisha Police (Costal Security) & Marine P.S as required.
- xv. Ensure that trawlers and crew are adequately insured, covering potential damage, accidents, or liabilities.
- xvi. Adhere to labour laws for crew deployment.
- xvii. Undertake routine maintenance and necessary repairs to ensure trawler availability.
- xviii. Minimize downtime and replace any trawler that becomes non-operational promptly.
- xix. Cooperate with Odisha Marine Police for additional equipment (e.g., arms, surveillance tools) that may be installed on the trawlers.
- xx. Ensure that the crew is vetted and approved by Office of the Additional Directorate General of Police, Odisha Police (Costal Security) for security purposes.
- xxi. Provide familiarization training for Odisha Costal Security Police personnel for using the provided trawlers, if required.
- xxii. Ensure crew members are briefed on patrolling protocols and emergency response mechanisms.

**2.1 Technical Specification of Trawler**

The selected agency shall provide boats that meets the following minimum technical specifications:

Sr. No	Particulars	Details
1.	Boat Dimensions	15–20 meters; Width: 4.5 meters.
2.	Engine Capacity	270–350 HP.
3.	Age	Maximum 5 years
4.	Crew Capacity	Capacity 15-20 crew members 15 crew members + 2 helpers, including operator and mechanic (total: 19 personnel).
5.	Facilities on Board	Bathroom, running pantry, and designated resting area required
6.	Experience of the crew	Minimum of 5 years in sea operations

## 2.2 Project Duration

- i. The initial project duration shall be for a period of one (1) year from the date of commencement.
- ii. The project duration may be extended for additional periods, subject to satisfactory performance by the selected agency and availability of funds.
- iii. The extension of the project duration shall be at the discretion of the Authority and shall be subject to mutual agreement between the Authority and the selected agency.
- iv. In the event of an extension, the terms and conditions of the contract, including the scope of work, deliverables, and payment terms, shall remain unchanged unless otherwise agreed upon by the parties.

## 2.3 Variation in Scope of Work

- i. The Authority reserves the right to increase or decrease the scope of work by up to 25% of the original scope, as specified in the contract.
- ii. Such variations may include, but are not limited to, changes in the delivery of trawlers, operation and maintenance requirements, and other related services.
- iii. Any variations to the scope of work shall be notified to the selected agency in writing, and the to the selected agency shall be required to accept or reject such variations within [insert timeframe, e.g., 14 days] of receipt of the notification.
- iv. In the event of an increase in the scope of work, to the selected agency shall be entitled to claim additional payment for the increased scope, subject to the Authority's approval.
- v. In the event of a decrease in the scope of work, the Authority shall be entitled to claim a reduction in payment, subject to the agency's acceptance.

## 2.4 Insurance

- i. The successful bidder shall obtain and maintain, at its own expense, the following insurance policies:
  - a. **Protection and Indemnity (P&I) Insurance:** The Bidder shall insure against third-party liability, including damage to property and injury or death to persons.
  - b. **Public Liability Insurance:** The Bidder shall insure against liability to the public, including damage to property and injury or death to persons, for an amount not less than 20,00,000.00. in each instance.
  - c. **Crew Personal Accident Insurance:** The Bidder shall insure its crew members against personal accident, including death or disability, for an amount not less than 20,00,000.00 in each instance.

## **2.5 Fuel Arrangement**

The Authority shall provide fuel for the boat operations or reimburse the Bidder for the actual fuel costs incurred, as specified below.

- i. The Authority may provide fuel for the boat operations at its own expense. In this case, the Bidder shall not be entitled to claim any reimbursement for fuel costs.
- ii. Alternatively, the Authority may reimburse the Bidder for the actual fuel costs incurred during boat operations.
- iii. The Bidder shall maintain accurate records of fuel consumption and costs incurred during boat operations.
- iv. The Bidder shall submit fuel consumption reports and invoices to the Authority monthly.
- v. The Authority shall reimburse the Bidder for the actual fuel costs incurred, based on the submitted reports and invoices.
- vi. The fuel rate for reimbursement purposes shall be the prevailing market rate at the time of fuel purchase.
- vii. The bidder must ensure adequate fuel capacity for sustaining 2 to 3 days sea patrolling.

## **2.6 Coordination and Cooperation with Police Personnel**

- i. The Authority shall provide police personnel to accompany the boat crew during patrolling operations.
- ii. The crew deployed by the Agency shall follow the instructions and directions of the police personnel during patrolling operations.
- iii. The selected Agency's crew shall cooperate fully with the police personnel and provide any necessary assistance to ensure the successful execution of patrolling operations.
- iv. The selected Agency's crew shall not take any action that may compromise the safety and security of the police personnel, the boat, or the patrolling operations.
- v. The selected Agency shall ensure that its crew members are aware of and comply with all applicable laws, regulations, and procedures related to patrolling operations.

## **2.7 Background Verification and Approval of Crew member for deployment**

- i. The Agency shall conduct a detailed background verification of all crew members proposed for deployment on the patrolling operations.
- ii. The background verification report shall include, but not be limited to, the following information:
  - a) Personal details and identification documents
  - b) Employment history and references

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- c) Criminal record check
  - d) Verification of educational qualifications and certifications
  - e) Any other relevant information that may impact the crew member's suitability for deployment
- iii. The Agency shall submit the detailed background verification report of all crew members to the Authority for approval before deployment.
  - iv. The Authority reserves the right to reject any crew member whose background verification report raises concerns about their suitability for deployment.
  - v. The Agency shall ensure that all crew members deployed on patrolling operations have been approved by the Authority.
  - vi. The Agency shall submit the background verification reports to the Authority at least [insert timeframe, e.g., 14 days] before the proposed deployment date.
  - vii. Failure to submit the background verification reports or obtain approval from the Authority may result in delay or cancellation of deployment.
  - viii. The Agency shall be liable for any costs or damages incurred by the Authority due to non-compliance with this clause.
  - ix. The Authority reserves the right to request the Agency to replace the assigned personnel if they are not performing to a level of satisfaction. After written notification, the agency will provide CV of appropriate candidates within Fifteen (15) days for review and approval. The Agency must replace the personnel within thirty (30) working days from the date of approval of replacement.

## 2.8 Work Experience of Crew

Work experience is important to operate smaller boats and trawlers which are relatively simpler to navigate as these are equipped with simpler control systems that allow individuals with moderate experience or practical knowledge to handle them effectively. Minimum work for experience requires for crew members;

Sr. No.	Key Personal	Minimum Qualifications and Experience
1	Boat Captain/ Skipper	▪ Minimum experience of at least 7 years in trawler operation.
2	Engine Operator/Mechanic	▪ Minimum experience of at least 5 years in sea operations.
3	Helpers	▪ Experience of at least 3 years in trawler & sea operations.

### 3 General Terms of Bidding

#### 3.1 Minimum Eligibility Criteria

Each bid will be assessed based on the following pre-qualification criteria before proceeding with the Technical Evaluation. Only bids qualified as per Eligibility criteria shall be considered for technical evaluation. The bidder is required to produce the copies of the required supportive documents/information as part of their technical proposal failing which the proposals will be rejected.

Sr. No	Basic Requirement	Eligibility Criteria	Documents to be submitted
1	Tender Fee	Tender Fees: Non-refundable Rs. 11,800/- {Rs.10,000/- + 18% GST (Rs. 1800/-)} Tender fee in shape of Banker's Cheque/ Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in the name of "Odisha Police Department" payable at "Cuttack"	Bank/ Demand Draft
2	EMD	E.M.D: Rs. 15,00,000 (Rupees Fifteen Lakhs Only) EMD in shape of Banker's Cheque/ Demand Draft to be made from any Nationalized Bank or Scheduled Commercial Bank in the name of "Odisha Police Department" payable at "Cuttack".	Bank Guarantee/ Bank/ Demand Draft
3	Legal Entity	The bidder should be registered under appropriate authority, such as <ul style="list-style-type: none"> <li>• Companies Act, 1956/2013.</li> <li>• Indian Partnership Act, 1932.</li> <li>• Limited Liability Partnership Act, 2008.</li> </ul> <p>The bidder must have at least 5 years in business on the last date of submission of bid.</p>	Copy of Certificate of Incorporation/ Registration/ Partnership deed Copy of PAN Card Copy of GST Registration
4	Annual Turnover	Minimum average annual turnover of the organization must be INR	Certificate duly signed by Statutory Auditor of

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Sr. No	Basic Requirement	Eligibility Criteria	Documents to be submitted
		15.00 Crores from the last three (3) financial years (FY 21-22, FY 22-23, FY 23-24)	the Bidder for total turnover in each of the 3 financial years, along with average.
5	Net worth	The Bidder should have positive net worth as on 31 <sup>st</sup> March 2024.	Certificate from the Statutory Auditor clearly stating Positive Net worth as defined in this Tender
6	Experience-1	The Bidder should have experience of Proven experience in sea cargo transportation and handling in last 5 years from the data of submission of bid.	<ul style="list-style-type: none"> <li>• Work Order/ Contract Documents</li> <li>• Client Certificate certifying satisfactory completion of work.</li> </ul>
7	Experience-2	The Bidder should have experience of providing transportation facilities to Port/Marine/ boating on rental basis or turnkey basis to any Government department in India of at least value of 2.00 Cr. During last 5 years from the data of submission of bid.	<ul style="list-style-type: none"> <li>• Work Order/ Contract Documents</li> <li>• Client Certificate certifying satisfactory completion of work.</li> </ul>
8	Labour License	The Bidder should have valid Labour license certificate from Labour Department Govt. of India/ Any State Government Department in India.	Valid Labour license as on date of bid submission. If the bidder does not have a valid Labour License, they may submit an undertaking stating that, if selected, they will apply for the license with Government of Odisha within one month.
9	Blacklisting	The Bidder should not be debarred/blacklisted by any State Government/ Central Government/	A self-certified letter signed by the Authorized Signatory of



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Sr. No	Basic Requirement	Eligibility Criteria	Documents to be submitted
		PSU Organization in India for Unsatisfactory performance, corrupt or fraudulent practices or any other unethical conduct either indefinitely or for a period as on date of submission bid.	the Bidder.  Notarized Registered blacklisting certificate.

The bidder is mandatorily required to submit GST-3 form of last 3 months

### 3.2 Fees to be Paid by Bidder

#### 3.2.1 Earnest Money Deposit (EMD)

The Bid/Proposal shall be accompanied by an EMD of amount 15,00,000/- (Rupees Fifteen Lakhs Only)

- i. The EMD of the successful bidder will be returned within 60 days from the signing of the Agreement.
- ii. Any Bid/Proposal submitted without the Document Fee and EMD in the form as specified in the Tender document shall be summarily rejected.
- iii. The EMD shall be forfeited by Office of the Additional Directorate General of Police, Odisha Police (Costal Security) in the following cases:
  - a) If the bidder withdraws its Bid/Proposal after due date & during the Proposal Validity Period.
  - b) Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in the Tender
  - c) Non submission of Performance Security as per the provision of Tender.
  - d) In case the bidder has submitted conditional bid.
  - e) In case the bidder refuses to accept the LoA.
  - f) In case of a successful bidder, unable to sign the Agreement within 30 days from the issuance of LoA.
  - g) Any other conditions as specified in this Tender document.

**Note:**

- a) EMD of only L1 bidders would be retained till the Agreement is signed between the selected bidder and Office of the Additional Directorate General of Police, Odisha Police (Costal Security). The EMD of the other bidders would be returned within 30 (thirty) days of the issuance of LOA.
- b) The EMD received from all the short-listed bidders after the evaluation (except L1, L2 and L3) will be returned without payment of any interest.

- c) The EMD of L1, L2 and L3 bidders would be returned after signing of Agreement.
- d) In case the L1 bidder withdraws from the Project or is unable to sign the Agreement with Office of the Additional Directorate General of Police (Coastal Security) then the EMD of L1 Bidder shall be forfeited and the next lowest bidder shall be called upon to match the price quoted by L1. In case the L2 bidder does not agree to match the price quoted by L1 then the L3 bidder shall be provided the same opportunity.

### 3.2.2 Performance Security

The Selected bidder, for due and faithful performance of its obligations under this contract shall require to submit 5% of contract value.

### 3.2.3 Cost of the Tender document

The bidders are required to submit INR 11,800.00 (Eleven Thousand Eight Hundred) (non-refundable, including GST) to be payable in the form of Demand Draft in favour of "Odisha Police Department" payable at "Cuttack" along with the Proposal as non-refundable cost of Tender document.

### 3.3 One Bid per Bidder

Each bidder shall submit only 1 (one) Bid/Proposal, violation of this shall lead to disqualification of the bidder.

### 3.4 Proposal Preparation and Cost

All bidders will be required to submit a detailed Proposal (the "tender" or "Bid") in accordance with the guidelines set forth in this Tender document. The cost of preparation of the Proposal and related expenses shall be borne by the bidders themselves.

### 3.5 Validity of Proposal

- i. The Proposal shall remain valid for a period not less than 180 (one hundred and eighty) days from the Proposal/Bid Due Date (the "Proposal Validity Period") or expressly withdrawn by bidder after the 180 Days. Office of the Additional Directorate General of Police, Odisha Police (Coastal Security) reserves the right to reject any Proposal that does not meet this requirement.
- ii. A bidder agreeing to the request will not be allowed to modify his Proposal but would be required to extend the validity of his EMD for the period of extension.
- iii. The Proposal Validity Period of the successful bidder shall be extended till the date of execution of the Agreement.

### **3.6 Right to Reject Proposals**

Office of the Additional Directorate General of Police, Odisha Police (Costal Security) reserves the right to reject any/all Proposals including the lowest Proposal or withdraw the invitation of the Proposal at any stage without citing any reason. Nothing contained herein shall confer any right upon a bidder or create any obligation/liability upon Office of the Additional Directorate General of Police, Odisha Police (Costal Security) of any type whatsoever.

### **3.7 Misrepresentation/Fraud/Breach of Terms and Conditions**

If it is discovered at any point of time even after execution of the Agreement, that the bidder has/have suppressed any fact, given a false statement, has committed misrepresentation or fraud, or has violated any of the terms of the Bid, the Bid will be cancelled by Office of the Additional Directorate General of Police, Odisha Police (Costal Security). In such an event, the bidder/ successful bidder/ agency will not be entitled to any compensation whatsoever, or refund of any other amount. The bidder is also subject to be black listed and the EMD forfeited if he is found to have misled or furnished false information in the forms/statements/certificates submitted in proof of qualification requirements or record of performance such as abandoning of work not properly completed in earlier contracts, inordinate delays in completion of works, litigation history, financial failures, and/or participated in previous tendering for the same work and had quoted unreasonably high bid prices.

### **3.8 Conflict of Interest**

- i. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder may be considered to have a conflict of interest that affects the Bidding Process, if the relationship between two Bidders is established through common holding, either directly or through Associates, of at least 25% holding of equity/profit sharing in another company/firm, or in each other.
- ii. The Bidder, its member or Associate (or any constituent thereof) and any other Bidder, its member or Associate (or any constituent thereof) have common controlling ownership interest. Common controlling ownership interest for Company, Partnership Firm, and Proprietorship firm is defined as follows.
  - a) If Bidder is a Company: In such case, the Bidder (including its Member or Associate or any share holder thereof of Bidder and/or its Associates) possessing over 25% of the paid up and subscribed capital in its own company, Member or Associate as the case may be,

- also holds more than 25% of the paid up and subscribed equity capital in the other Bidder, its Member or Associate of such other Bidder, its Member or Associates is Company; and/or more than 25% of profit sharing in other Bidder, its Member or Associates such other Bidder, its Member or Associates is a Partnership firm. and/or Other Bidder, its member or Associates which is a Proprietorship Firm.
- b) If Bidder is a Partnership Firm: In such case, the Bidder or its Partners or Associate having a profit sharing of more than 25% of such Bidder or its Partners or Associate as the case may be also holds: more than 25% of the paid up and subscribed equity capital in the other Bidder, its Member or Associate of such other Bidder, its Member or Associates is Company; and/or more than 25% of profit sharing in other Bidder, its Member or Associates such other Bidder, its Member or Associates is a Partnership firm, and/or Other Bidder, its Member or Associates which is a Proprietorship Firm.
- c) If Bidder is a Proprietorship Firm: In such case, the Bidder or its Proprietor or Associate of such Bidder or its Proprietor or Associate as the case may be also holds; more than 25% of the paid up and subscribed equity capital in the other Bidder, its Member or Associate of such other bidder, its Member or Associates is Company; and/or more than 25% of profit sharing in other Bidder, its Member or Associates such other Bidder, its Member or Associates is a Partnership firm. and/or other Bidder, its member or Associates which is a Proprietorship Firm.
- a) a constituent of such Bidder is also a constituent of another Bidder; or.
  - b) 'such Bidders receives or has received any direct or indirect subsidy from any other Bidder/s, or has provided any such subsidy to any other Bidders; or
  - c) such Bidders has the same legal representative for purposes of this Proposal as any other Bidders; or
  - d) such Bidders has a relationship with another Bidders, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidders.

### **3.9 Disputes**

#### **3.9.1 Amicable Resolution**

Save where expressly stated otherwise in this Contract, any Dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Contract including non-completion of the Contract between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance

shall be attempted to be resolved amicably by the Parties and failing such resolution of the same, in accordance with the procedure set forth below.

Either Party may require the Dispute to be referred to the Office of the Additional Directorate General of Police, Odisha Police (Costal Security) and other designated officers, Authority for amicable settlement. Upon such reference, both the Parties and the Managing Director/ Other Designated Officers or his nominee (who can be an employee of Authority dealing the Authority functions or otherwise) shall meet at the earliest mutual convenience and in any event within 30 (thirty) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably resolved within 30 (thirty) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions made in this tender.

### 3.9.2 Arbitration

In the event of any Dispute is not resolved in accordance then the same shall be settled by arbitration in accordance with the following provisions:

- i. The place of arbitration shall be Cuttack.
- ii. The English language shall be the official language for all purposes.

In the event of any dispute arising between the Parties in relation to or under this Agreement, Parties shall make every effort to resolve amicably by direct informal negotiation. If the dispute cannot be resolved amicably by direct informal negotiation between the Parties within 30 days, then the same shall be referred to the arbitrator. The sole arbitrator for this contract will be the Additional Directorate General of Police, Odisha Police (Costal Security).

Arbitration proceedings shall be held in Cuttack at the place indicated in Authority's Office and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English Arbitration/arbitral tribunal and the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 2015

Performance during Arbitration: Pending the submission of and/ or decision on a Dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award

## **4 Tendering Procedure & Schedule**

### **4.1 Pre-bid Meeting**

- i. The purpose of the Pre-Bid Meeting will be to clarify and discuss issues with respect to the Project, the tender document or any other related issues.
- ii. The bidder or his authorized representative is invited to attend the Pre-Bid Meeting, which shall take place in the office of the Additional Directorate General of Police, Odisha Police (Costal Security).
- iii. The bidders' designated representatives are invited to attend the Pre-bid meetings at their own cost, to be held in the office of the Additional Directorate General of Police, Odisha Police (Costal Security)
- iv. Bidders are requested to submit their queries in writing latest by one working day prior to pre bid meeting.

### **4.2 Amendment of Tender Document**

At any time prior to the Proposal/Bid Due Date, office of the Additional Directorate General of Police, Odisha Police (Costal Security). may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the Tender document through the issuance of an Addenda. This will be uploaded on the website of Odisha Police and shall be binding upon all the prospective bidders.

### **4.3 Preparation and Submission of Proposal**

- i. The bidders shall be required to submit the Proposal (including both the Technical Proposal and Financial Proposal) online.
- ii. All Proposals/Bids shall be signed by the duly 'Authorized Signatory' of the bidder. Bidders shall submit a supporting Power of Attorney authorizing the signatory of the Proposal to commit the bidder and agreeing to ratify all acts, deeds and things lawfully done by the said attorney.
- iii. The Authorized Signatory shall initial the Proposal on each page. He shall also initial all the alterations, omissions, additions, or any other amendments made to the Proposal, before submission. Further all the pages of the Proposal shall be sealed by the Bidder

### **4.4 Language and Currency**

- i. The Proposal and all related correspondence and documents shall be written in English language. If any supporting document attached to the Bid is in any other language, the same will be supported by an English translation, and in case of any ambiguity the translation shall prevail.

- ii. The currency for the purpose of the Proposal/Bid shall be Indian National Rupees (INR).

#### **4.5 Bidder's Responsibility**

- i. It would be deemed that prior to the submission of the Proposal, the Bidder has made a complete and careful examination of:
- ii. The requirements and other information set forth in this Tender document.
- iii. The various aspects of the Project including, but not limited to the following:
  - a) All other matters that might affect the bidder's performance under the terms of this Tender document, including all risks, costs, liabilities and contingencies associated with the Project.
- iv. Office of the Additional Directorate General of Police, Odisha Police (Costal Security). shall not be liable for any mistake or error or neglect by the bidder in respect of the above. Proposals that are not substantively responsive to the requirements of this Tender document will be rejected.
- v. A material deviation or reservation is one, which:
  - a) Affects in any substantial way, the scope, quality, or performance of the Project, or;
  - b) Limits in any substantial way, or is inconsistent with the Tender document, office of the Additional Directorate General of Police, Odisha Police (Costal Security). rights, or the bidder's obligations.
- vi. No request for modification or withdrawal shall be entertained by office of the Additional Directorate General of Police, Odisha Police (Costal Security). in respect of such Proposals

#### **4.6 Evaluation of Proposals**

The evaluation of Proposals will be conducted in 2 (two) steps as explained below:

- i. Step-I: Opening of Technical Proposal
  - a) The EMD and Bid Document Fee shall be checked. Proposals without the appropriate EMD and Bid Document Fee will be rejected.
  - b) Then the Minimum Eligibility Criteria of the Applicant shall be checked. The Technical Proposal of those Applicants who are meeting the Minimum Eligibility Criteria shall be evaluated. The Proposals not meeting the Minimum eligibility criteria, as per Clause 4.1, will be rejected outright.
  - c) All bidders meeting the requirements of Step-I of the evaluation will be considered for the next stage of the bidding.
- ii. Step-II-Opening of Financial Proposal



- a) The Financial Proposal shall be separately kept in a sealed envelope on which it should be clearly written “Financial Proposal Tender for Selection of an Agency for Supply, Operate and Maintenance of 15 Nos. of Trawlers on Monthly Rental Basis for Coastal Patrolling Under Odisha Police (Coastal Security)”
- b) The Selected Applicant shall be the Applicant who is technically qualified for the next stage of bidding i.e. Opening of Financial Proposal and has quoted the lowest “Annual Operating Cost” (L1). The L2 and L3 bidders shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in the Tender document.
- iii. The prices quoted by the Bidders shall be checked for arithmetic correction, if any, based on rate and amount filled by the Bidder in the SOR formats. If some discrepancies are found between the rate/ amount given in words and figures, the total amount shall be corrected as per the following procedure, which shall be binding upon the Bidder:
  - a) When the rate quoted by bidder in figures and words tallies but the amount is incorrect, the rate quoted by the Bidder shall be taken as correct and amount reworked.
  - b) When there is difference between the rate in figures and words, the rate which corresponds to the amount worked out by the Bidder, shall be taken as correct.
  - a) When it is not possible to ascertain the correct rate in the manner prescribed above, the rate as quoted in words shall be adopted and amount will be reworked.
- iv. The Proposals (Financial Proposal and Technical Proposal) should be unconditional, and any condition attached with the Proposal(s) shall result in the rejection of the proposal.

#### **4.7 Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the short-listed bidders shall not be disclosed to any person not officially concerned with the process. Office of the Additional Directorate General of Police (Coastal Security) will treat all information submitted as part of all Proposals confidential and will insist that all those who have access to such material also treat it in confidence. Office of the Additional Directorate General of Police (Coastal Security) will not divulge any such information unless it is ordered to do so by any government authority that has the power under law to require its disclosure or due to statutory compliances.



#### **4.8 Execution of Agreement**

- i. The Selected bidder shall be required to execute the Agreement within 30 (thirty) days of issuance of the LoA from Office of the Additional Directorate General of Police (Costal Security) in writing, or by the date as mutually agreed between the Parties to the Management Contract.
- ii. Failure to meet the above conditions will result in a breach and Office of the Additional Directorate General of Police (Costal Security) shall be entitled to cancel the award without being liable, in any manner whatsoever, to the bidder and to appropriate the Bid Security and/or any other amount deposited till that time as Damages.
- iii. The cost of execution of Agreement and any other related legal documentation charges and incidental charges will be borne by the Selected bidder.

#### **4.9 Conditions Precedent**

The below mentioned Conditions Precedent has to be satisfied by both the Parties prior to expiry of 60 Days from the date of signing of agreement.

#### **4.10 Conditions Precedent for the Office of the Additional Directorate General of Police (Costal Security)**

- i. Hand over to the agency the right as per the scope of the work.
- ii. Provide a space/land for setting up of Control Centre, workshop/parking and administrative office by the agency.
- iii. Constitute a Project Monitoring Consultant for smooth implementation and Monitoring of work.
- iv. Appoint an Officer in Charge who shall be responsible for monitoring the entire work, in accordance with the terms hereof.

#### **4.11 Conditions Precedent for the agency**

- i. Supply, Deliver and Deploy trawlers or any other Machinery required to fulfil its duties under the Scope of Work mentioned in Clause 2 of this Tender.
- ii. Provide to the Officer in Charge, its complete programme for different stages of execution, planning, designing, fabrication and erection etc. of the Project prepared in line with the scope of work of Tender; Obtain all Applicable Permits, permissions, clearances and approvals required for the Project.
- iii. Submit to the officer in charge of Office of the Additional Directorate General of Police (Costal Security), the list of assets/ machineries

- purchased/ arranged of trawler with required technical specifications and standards.
- iv. Provide Office of the Additional Directorate General of Police (Coastal Security) the list of all manpower deployed/ hired for the project along with the details for inspection.
- v. Assist Office of the Additional Directorate General of Police (Coastal Security)/ Officer-in-Charge for inspection of new machinery, equipment's, system, control room, workshop, garage, manpower, etc.
- vi. Provided that upon request in writing by the agency, Office of the Additional Directorate General of Police (Coastal Security) may, at its sole discretion, modify/ waive fully or partially any or all the Conditions Precedent

## **5 Obligations of Both the Parties**

### **5.1 Obligations of Office of the Additional Directorate General of Police (Coastal Security)**

- i. Office of the Additional Directorate General of Police (Coastal Security)/ any of the Government Agency is vested with the rights as overseer and the title of interest/ ownership/ and rights about the trawler. The operator shall only be vested with the Right to operate and maintain.
- ii. Upon request from the agency, Office of the Additional Directorate General of Police (Coastal Security) shall provide reasonable assistance and facilitation in approvals which are necessary for the implementation of the Project, and which are in its authority to grant or cause to be granted subject to the agency complying with the eligibility criteria for the grant of such clearances. However, the end responsibility for obtaining all such approvals/clearances whether from any Department or any other authorized agency/Government of India or any other statutory body shall be that of the agency.
- iii. Provide fuels or reimburse the fuel cost as per actuals.
- iv. Implement SOPs for patrolling and provide adequate marine police manpower.

### **5.2 Obligations of the agency**

- v. Take over the rights under this contract from the Office of the Additional Directorate General of Police (Coastal Security) for discharging its duties as specified in Clause 2 of the Tender i.e. Scope of Work.
- vi. Comply and always observe with all Applicable Permits, approvals, Applicable Laws, all central/ state government/ semi-government/ local

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- body's rules and regulations applicable to rendering of such services and in the performance of its obligations under this work and also, complying with all the inter disciplinary measures as followed by Office of the Additional Directorate General of Police (Costal Security).
- vii. Obtain all permits, necessary approvals, clearances and sanctions from the Competent Authority(ies), for necessary facilities like power, firefighting, telecommunications, etc. as and when required, for the agency and its employees to perform their obligations under this work.
  - viii. Make own arrangements to obtain the import licenses, if required for the import of machines and equipment at the Project Site, as required for this Project.
  - ix. Ensure to get all the trawler registered under the competent authority who are recognized for such registrations.
  - x. Ensure that the services supplied conform to the standards of the technical specifications and where no applicable standard is mentioned, the standards shall be equivalent or superior to the official standard whose application is appropriate to the country of origin of the goods and suitable to weather conditions and usage.
  - xi. Provide all the benefits to its staff such as Medical Insurance, ESI/EPF Coverage, regular Medical Checkup, Safety gears/Personal Protective Equipment (PPE) during operation of the project and any other facilities with compliance to the Governing Law of India in relation to Labours Welfare.
  - xii. Ensure that the subject work is not sub-let to any other agency.
  - xiii. Ensure not to pose any problem/nuisance to the public. The agency shall be solely responsible for the behaviours and honesty of its workforce.
  - xiv. Ensure not to dump or dispose of litter waste, garbage, or recyclables waste on any street, alley or other publicly owned property unless expressly authorized by Office of the Additional Directorate General of Police (Costal Security).
  - xv. In the event of any accident/damage to third party by any of the vehicle/equipment of the agency, Office of the Additional Directorate General of Police (Costal Security) shall be completely free from any liability of any nature occurred on account of the accident. The agency shall be fully and exclusively responsible for the liabilities arising on account of accident and damage to the trawler, manpower or to the third party. The agency shall be fully and solely responsible for any death or bodily injury to his staff member or any other person in the employment of the agency or to any other person during the performance of the contractual services. This includes any third-party claims.
  - xvi. Solely responsible for any consequences under various laws, arising out of any accident caused by vehicles, equipment or his employees to the

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- property or personnel of Office of the Additional Directorate General of Police (Costal Security).
- xvii. Make efforts to maintain harmony and good industrial relation among the personnel employed in connection with the performance of the agency's obligations under this work and shall be solely responsible for compliance with all labour laws and shall be solely liable for all possible claims from any third party and employment related liabilities of its staff employed in relation with the Project and hereby indemnifies Office of the Additional Directorate General of Police (Costal Security) against any accident claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall Office of the Additional Directorate General of Police (Costal Security) treated as employer in this regard.
  - xviii. Neither place or create nor permit any other person claiming through or under the agency to create or place any Encumbrance over all or any part of the Project Site or on any rights of the agency therein
  - xix. In case of loss due to theft or damage to the Project Facility, due to the negligence of the agency, the agency shall be responsible for making good the same immediately at its own cost and shall continue to keep them available for public use, always, within the Contract Period.
  - xx. To pay at its own cost all applicable existing taxes/ charges/ fees including service tax, stamp duty, registration charges and any other related legal documentation charges, if any, in respect of the said Project, as leviable on the date of submission of Commercial Proposal.
  - xxi. Shall ensure that the operation, maintenance and management of the trawler provided therein are both in conformity with the relevant norms and Maintenance Manual.
  - xxii. On expiry of the Contract Period, within a maximum period of 7 (seven) days, to leave the entire Project in a clean and safe condition to the satisfaction of Office of the Additional Directorate General of Police (Costal Security).

Shall be liable for and shall indemnify, protect, defend and hold harmless Office of the Additional Directorate General of Police (Costal Security), Office of the Additional Directorate General of Police (Costal Security)'s officers, employees, etc. from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the agency to discharge its obligations under this section

## **6 Payment, Penalties and Service Level Benchmark**

### **6.1 Payment Terms**

- i. Agency shall submit his monthly bill in the 1st week of every month along with duly certified log diary given by respective marine inspector of the Police stations and work done certificate.
- ii. For contract, payment will be made as per rate quoted in tender, only for those days for which work has been carried out by agency on the basis of per day of 10 hours in a day. Any excess or less in operating hour shall be calculated on pro rata basis.
- iii. The Contract Price will be as per the bid and will be inclusive of all expenses necessary for the continuity of O & M services under the contract. Such expenses shall include but not restricted to payments to RTA, Labour Authorities, Local and Municipal Authorities, Semi Govt., or any charges, deposits, dues, taxes, fuel, oil,

### **6.2 Penalties**

- i. The agency shall perform costal patrolling on minimum 80% of the total area assigned to it by Office of the Additional Directorate General of Police (Costal Security). If the agency fails to undertake the patrolling for minimum 80% of the total area assigned to it on any day(s) [subject to the reasons beyond his controls], the agency shall be fined @ 5% of amount (rate) payable to it for that period
- ii. The agency shall ensure that the trawler deployed for this purpose remains operational at all working times, failing which the agency shall be fined @ Rs. 20,000/- [Ten Thousand only] per trawler default per day.
- iii. If any of the GPS system/ wireless/ mobile phone set [installed in any of the vehicle(s)/ trawler (s)] does not work continuously for more than 24 hours, the agency shall be penalized @ Rs 2,000/- [Rs Two Thousand only] per system per day.
- iv. The agency shall ensure that the complaint(s) in respect of services are attended within 6 hours of receipt of complaint. If the agency fails to address the complaints within stipulated time, then the agency shall be liable to pay a penalty of Rs. 200/- per day for each default. If the default(s) persist for more than 5 days, then the Penalty shall be increased to Rs. 1000/- for each day of delay and calculate the penalty at such increased rate from the day of report of such incidence. However, in case the rectification is beyond the reasonable control of the agency or the nature of complaint is difficult to be resolved within allowable stipulated time then in such case the agency shall submit a proper justification of the same to the satisfaction of Office of the Additional Directorate General of Police (Costal Security) as the Officer in Charge should certify the same prior to waving off this penal clause in such case.

- v. The maximum allowable downtime for the Machinery in case of Breakdown shall be 3 days and in case the agency fails to repair the Machinery to working condition then a penalty of Rs. 5,000/- shall be charged for each day of delay till a period of 7 days after maximum allowable downtime and in case the period of downtime exceeds 7 days then a penalty of Rs. 10,000/- per day shall be charged for further period of 15 days and in case the downtime period exceeds that period then the agency shall be liable for Termination as per provisions of this Tender. Further maximum number of downtimes that can be allowed by Office of the Additional Directorate General of Police (Costal Security) in a year is limited to 5 times and any downtime beyond allowed downtime of 5 times and any downtime beyond the same may lead to Termination of the Agreement.

### **6.3 Service Level Benchmark**

## **7 Termination Of Services**

### **7.1 Termination by Office of the Additional Directorate General of Police (Costal Security)**

Office of the Additional Directorate General of Police (Costal Security) may terminate this Agreement due to any of the following events of default by the agency (hereinafter called the “agency Event of Default”):

- i. The agency has failed to perform or discharge any or all of its obligations in accordance with the provisions of this Agreement.
- ii. Any representation made or warranties given by the agency under this Agreement is found to be false or misleading.
- iii. The agency has been adjudged as bankrupt or become insolvent.
- iv. The agency has created any encumbrance, charges or lien in favour of any person or agency, over the facility, save and except as otherwise expressly permitted under this Agreement.
- v. Any petition for winding up of the agency has been admitted and liquidator or provisional liquidator has been appointed or the agency has been ordered to be wound up by court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of Office of the Additional Directorate General of Police (Costal Security), provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the agency under this Agreement.
- vi. It has been proved beyond reasonable doubt that agency has been party to or has allowed any unlawful activity during the Contract Period.
- vii. The agency has abandoned the Facility.

## **7.2 Termination for Force Majeure**

The Contract may be terminated for Force Majeure Reasons as specified in Clause

.

## **7.3 Consequences of Termination**

- 7.3.1. Without prejudice to any other consequences or requirements under the Agreement or under any law, the following consequences shall follow upon expiry of the Contract Period by efflux of time or due to a Force Majeure Event or the agency Event of Default. However, if the Agreement is terminated due to agency's Event of Default, then the Office of the Additional Directorate General of Police (Costal Security) may forfeit the Performance Security.
- 7.3.2. Due to Office of the Additional Directorate General of Police (Costal Security)'s Event of Default, Office of the Additional Directorate General of Police (Costal Security) shall pay 3 months Contract Fee to the agency for all deployed trawlers. In addition to this, if the Agreement has been terminated due to agency's Event of Default then the Performance Security submitted, shall be forfeited.
- 7.3.3. Transfer of Facility/Assets: On the termination, the agency Shall Transfer asset owned by the office of the Additional Directorate General of Police (Costal Security)
- 7.3.4. Applicable Permits: The agency shall, at its own cost, transfer to Office of the Additional Directorate General of Police (Costal Security) all such Applicable Permits, which the Office of the Additional Directorate General of Police (Costal Security) may require, and which can be legally transferred.
- 7.3.5. The Parties shall perform/discharge their respective obligations to be performed or discharged under the provisions of the Agreement on the termination in entirety.

## **7.4 Rights of Office of the Additional Directorate General of Police (Costal Security) on Termination**

Office of the Additional Directorate General of Police (Costal Security) shall not, because of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the agency in connection with the Project.



## **7.5 Termination by Agency**

The agency may terminate this Agreement due to any of the following Events of Default by the Office of the Additional Directorate General of Police (Coastal Security) (hereinafter called the "Office of the Additional Directorate General of Police (Coastal Security) Event of Default"):

- I. Material Breach by Office of the Additional Directorate General of Police (Coastal Security) of its obligations under this Agreement which is not remedied within 30 (thirty) days of receipt of written notice from the agency specifying such breach and requiring Office of the Additional Directorate General of Police (Coastal Security) to remedy the same.
- II. Any shortening of Contract Period and/or Road Length having direct consequences on the revenue of the agency, at any time during the subsistence of the Agreement.
- III. Any change in the policies of Office of the Additional Directorate General of Police (Coastal Security) or a Change in Law, which has a material adverse effect on the agency's ability to implement the Project.
- IV. A breach of any express Representation or Warranty by Office of the Additional Directorate General of Police (Coastal Security) which has a material adverse effect, and such breach is not remedied within 30 (thirty) days of receipt of written notice from the agency specifying such breach and requiring Office of the Additional Directorate General of Police (Coastal Security) to remedy the same.
- V. Provided that in the event of application of sub-articles above, agency shall give to Office of the Additional Directorate General of Police (Coastal Security), 30 (thirty) days' time to cure the default prior to considering the events specified therein as Office of the Additional Directorate General of Police (Coastal Security)'s Events of Default, and in the event the Office of the Additional Directorate General of Police (Coastal Security) remedies the default to the satisfaction of the agency within the Cure Period, the event will not be considered as aOffice of the Additional Directorate General of Police (Coastal Security) Event of Default.

## **7.6 Force Majeure Event**

Any of the following events resulting in material adverse effect shall constitute a Force Majeure Event:

- i. Strikes, lockouts or other industrial action or labour disputes.
- ii. Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed



- forces, revolution, religious strife, bombs, sabotage, terrorism or threat of such acts or other similar events of a political or social nature.
- iii. Expropriation, confiscation, nationalization or requisition of the Project by Gol, GoO, or Office of the Additional Directorate General of Police (Costal Security) except as provided under this Management Contract.
- iv. Any decision or order of a court or tribunal, which has the effect of restraining all or any part of the activities concerning the operation, maintenance or management of the Project including the determination, levy, demand, collection, retention and appropriation of Financials.
- v. Any other similar things beyond the control of the Party.

### **7.7 Notice of Force Majeure Event**

As soon as practicable and in any case within 3 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Party which is rendered wholly or partially unable to perform any of its obligations because of a Force Majeure Event (“the Affected Party”) shall notify the other party of the same, setting out, inter alia, the following in reasonable detail:

- I. The nature and extent of the Force Majeure Event.
- II. The estimated Force Majeure Period.
- III. The nature of and the extent to which, performance of any of its obligations is affected by the Force Majeure Event.
- IV. The measures, which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby.
- V. Any other relevant information concerning the Force Majeure Event, and/or the rights and obligations of the Parties.

### **7.8 Performance of Obligations**

The Affected Party shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- i. Due notice of the Force Majeure Event has been given to the other Party as required by the preceding Clause.
- ii. The excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event.
- iii. There shall be no Termination of Agreement except as provided, Where the agency is the Affected Party, the various deadlines set forth in this
- iv. Tender and the Contract Period shall be extended by the period for which such Force Majeure Event shall subsist.

- v. Where the agency is the Affected Party, it has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Facility as a result of the Force Majeure Event and to restore the Facility, in accordance with the good industry practice and its relative obligations under this Tender.
- vi. When the Affected Party is able to resume performance of its obligations under this Contract, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder, the non-issue of such notice being no excuse for any delay for resuming such performance.
- vii. The Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event, and which are capable of being performed.
- viii. Any insurance proceeds received by the agency shall be entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, in accordance with good industry practice and in consultation with the Office of the Additional Directorate General of Police (Coastal Security), unless otherwise agreed to by Office of the Additional Directorate General of Police (Coastal Security).

### **7.9 Termination Due to a Force Majeure Event**

If a Force Majeure Event subsists for a continuous period of 365 (three hundred sixty-five) days, either Party may in its sole discretion terminate this Contract by giving 30 (thirty) days Termination Notice in writing to the other Party without being liable in any manner whatsoever.

## **8 Fraud and Corrupt Practices**

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the TIA may reject bid without being liable in any manner whatsoever to the bidders if it determines that the bidders has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

Without prejudice to the rights of the TIA under Clause under this tender, hereinabove, if a Bidders is found by the TIA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidders shall not be eligible to participate in any tender or Tender issued by the TIA during a period of 2 (two) years from the date such Bidders is found by the TIA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice,

fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case maybe.

For the purposes of this Clause under this tender, the following terms shall have the meaning hereinafter respectively assigned to them:

“corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the TIA who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the TIA, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Tender document, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the TIA in relation to any matter concerning the Project;

“Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, to influence the Bidding Process.

“Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process.

“Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the TIA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

“Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **9 Miscellaneous**

1.1.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Cuttack, Odisha shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

Tender for Selection of an Agency for Supply, Operate and Maintenance of 15 Nos. of Trawlers on Monthly Rental Basis for Coastal Patrolling Under Odisha Police (Coastal Security)

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1.1.2 The TIA, in its discretion and without incurring any or liability, reserves the right, at any time, to:

- (A) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms/conditions relating thereto.
- (B) consult with any Bidders in order to receive clarification or further information.
- (C) retain any information and/ or evidence submitted to the TIA by, on behalf of, and/ or in relation to any Bidders; and /or
- (D) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidders.

1.1.3 It shall be deemed that by submitting the Bid, the Bidders agrees and releases TIA, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, Damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

1.1.4 The single currency for evaluation is Indian Rupee (INR). The conversion rate of Foreign Currencies shall be the State Bank of India Bill Selling Rate of exchange as on the relevant date of the financial statements.

## **Annexure A: Undertaking by Bidders**

(To be submitted on Bidder's letter head and signed by the bidder's Authorized Signatory)

To,  
Additional Directorate General of Police (Costal Security)  
Bhubaneswar, At/PO: Rasulgarh,  
Bhubaneswar Dist.: Khurdha, PIN: 751010

Subject: Tender for Selection of an Agency for Supply, Operate and Maintenance of 15 Nos. of Trawlers on Monthly Rental Basis for Coastal Patrolling Under Odisha Police (Coastal Security)

Dear Sir/Madam,

- 1) Being duly authorized to represent and act for and on behalf of (herein the applicant) and having studied and fully understood all the information provided in the bid document, the undersigned hereby apply as a bidder for "Tender for Selection of an Agency for Supply, Operate and Maintenance of 15 Nos. of Trawlers on Monthly Rental Basis for Coastal Patrolling Under Odisha Police (Coastal Security).
- 2) Our Technical and Financial Proposals are as per the requisite formats along with the supporting documents, duly filled are submitted.
- 3) The Bid Document Cost has been submitted though online..... Dated. \_\_\_/\_\_\_/\_\_\_.
- 4) The EMD has been submitted though online in e-tender portal..... Dated. \_\_\_/\_\_\_/\_\_\_.
- 5) Office of the Additional Directorate General of Police (Costal Security) and its authorized representatives are hereby authorized to conduct any inquiries/investigation to verify the statements, documents and information submitted in connection with the Proposal and to seek clarification from our banker regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary as requested by yourselves to verify statements and information provided in the application or with regard to the resources, experience and competence of the applicant.
- 6) This proposal is made with full understanding that:
  - a) Office of the Additional Directorate General of Police (Costal Security) reserves the right to reject or accept any Bid/Proposal, cancel the bidding process, and/or reject all Bids.

Tender for Selection of an Agency for Supply, Operate and Maintenance of 15 Nos. of Trawlers on Monthly Rental Basis for Coastal Patrolling Under Odisha Police (Coastal Security)

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- b) Office of the Additional Directorate General of Police (Costal Security) reserves shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.
- 7) We, the undersigned declare the statements made and the information provided in the duly completed application forms submitted, as complete, true and correct in every detail.
- 8) We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this Tender document and Project related Information as required for the Proposal. We have also visited the site/roads for the assessment and have made our own due diligence and assessment regarding the Project.
- 9) We agree to keep our Proposal valid for 180 (One Hundred Eighty) days from the Proposal Due Date and not to make any modifications in its terms and conditions not acceptable to Office of the Additional Directorate General of Police (Costal Security) reserves. Should this Proposal be accepted, we hereby agree to abide by and fulfil all the terms, conditions and provisions of the aforesaid documents.
- 10) This application is made with the full understanding that the validity of Proposal submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by Office of the Additional Directorate General of Police (Costal Security) reserves. We agree that, without prejudice to any other right or remedy, Office of the Additional Directorate General of Police (Costal Security) reserves shall be at liberty to forfeit the said EMD absolutely.

Yours sincerely,

Authorized signatory

Date:

Name and seal of Bidder

Place:

## **Annexure B: Information of Bidder**

(To be submitted on Bidders letter head and signed by the bidder's Authorized Signatory)

1. Company Information:

- a. Name:
- b. Country of Incorporation:
- c. Address of Corporate Headquarters and its branch office(s):
- d. Status of the Bidder (Pvt Ltd. or Public Ltd.)

2. Details of Authorized Signatory:

- a. Name:
- b. Designation:
- c. Company:
- d. Address:
- e. Telephone Number:
- f. Fax Number:
- g. E-Mail Address:

For and on behalf of (Name of the Bidder)

Designation:

Place:

Date:

To be enclosed:

- a. Documents certifying Bidder's legal status/ Certificate of incorporation /registration (duly certified/notarized).
- b. Latest brochures / organization profiles, etc. (duly certified/notarized, wherever possible).
- c. AoA and MoA of the organization
- d. Other supporting documents.

### **Annexure C: Affidavit**

(To be furnished on the non-judicial stamp paper of Rupees 500 and duly notarized)

Name of Work: Tender for Selection of an Agency for Supply, Operate and Maintenance of 15 Nos. of Trawlers on Monthly Rental Basis for Coastal Patrolling Under Odisha Police (Coastal Security)

I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct. I also understand in case of wrongful/false information, corporation is entitled to take any civil & criminal punitive action against me/us.

- The undersigned also hereby certifies that neither our firm M/s[\*]nor any of its constituent partners have abandoned any work in India nor any contract awarded to us has been rescinded during last three years, prior to the date of this bid,
- The undersigned hereby authorize(s) and request(s) any bank, person, authorities, government or public limited institutions, firm or a corporation to furnish pertinent information deemed necessary and requested by the TIA to verify our statement or our competence and general reputation etc.
- The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the TIA.

The TIA and its authorized representatives are hereby authorized to conduct any inquiries or investigation to verify the statements, documents, and information permitted in connection with this bid and to seek clarification from our bankers and clients regarding any financial and technical aspects. The Affidavit will also serve as authorization to any individual or authorized representative to any institute referred to in the supporting information, to provide such information deemed necessary and requested by representative of office of the Additional Directorate General of Police (Coastal Security) to verify statements and information provided in the Tender or with regard to the resources, experiences and competence of the Bidders.

Signed by the Authorized signatory

Title of the Office Name of the firm Date:



Tender for Selection of an Agency for Supply, Operate and Maintenance of 15 Nos. of Trawlers on Monthly Rental Basis for Coastal Patrolling Under Odisha Police (CoastalSecurity)

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**Annexure D: Power of Attorney for Signing of Bid**

(On Stamp paper of Rupees 500/-) (Both the member to submit the Annexure D in case consortium)

Know all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), ..... son/daughter/wife of ..... and presently residing at ..... , who is presently employed with us and holding the position of ..... , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for pre-qualification and submission of our Tender for Selection of an Agency for Supply, Operate and Maintenance of 15 Nos. of Trawlers on Monthly Rental Basis for Coastal Patrolling Under Odisha Police (Coastal Security)including but not limited to signing and submission of all Bids, and other documents and writings, participate in Pre- bid and other conferences and providing information/ responses to the TIA, representing us in all matters before the TIA, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Tender, and generally dealing with the TIA in all matters in connection with or relating to or arising out of our Tender for the said Project and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with the TIA.

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

IN WITNESS WHEREOF WE, [•], THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [•] DAY OF [•], 20[•]

For

(Signature, name, designation and address) Witnesses:

1.

2. Notarized)

Tender for Selection of an Agency for Supply, Operate and Maintenance of 15 Nos. of Trawlers on Monthly Rental Basis for Coastal Patrolling Under Odisha Police (CoastalSecurity)

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Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- i. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- ii. Wherever required, the Bidders should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of
- iii. Attorney for the delegation of power hereunder on behalf of the Bidders.
- iv. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming apostille certificate.

## **Annexure E: Qualification Response Letter**

(To be submitted on the letterhead of the bidders (Location, Date))

To

Additional Directorate General of Police (Costal Security)  
Bhubaneswar, At/PO: Rasulgarh, Bhubaneswar Dist. Khurdha, PIN: 751010

Ref: Tender Notification number

Subject: Tender for Selection of an Agency for Supply, Operate and Maintenance of 15 Nos. of Trawlers on Monthly Rental Basis for Coastal Patrolling Under Odisha Police (Coastal Security)

Sir,

1. With reference to your Tender document dated \_\_\_\_\_, I/we, having examined the Tender document and understood its contents, hereby submit my/ Bid for Qualification for the aforesaid project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Office of the Additional Directorate General of Police (Costal Security)) will be relying on the information provided in the Bid and the documents accompanying such Bid for pre- qualification of the Bidders for the aforesaid project, and we certify that all information provided in the Bid and in Annexures to this Tender is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidders for the purposes of thistender as mentioned in the aforesaid subject.
4. I/We shall make available to the TIA any additional information it may find necessary or require supplementing or authenticate all statements with reference to pre-qualification and other aspects of bid processing/evaluation
5. I/ We acknowledge the right of the TIA to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

Tender for Selection of an Agency for Supply, Operate and Maintenance of 15 Nos. of Trawlers on Monthly Rental Basis for Coastal Patrolling Under Odisha Police (CoastalSecurity)

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7. We have examined and have no reservations to the Tender document, including any Addendum issued by the TIA;
8. I/We do not have any conflict of interest in accordance with Clauses of the Tender document.
9. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section 4 of the Tender document, in respect of any tender or request for proposal issued by or any agreement entered into with the TIA or any other public sector enterprise or any government, Central or State; and
10. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the Tender document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
11. I/We hereby confirm that we will adhere to all statutory requirements as defined in this Tender.
12. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the Tender document.
13. I/We believe that we satisfy(s) the Net Worth criteria and meet(s) all the requirements as specified in the Tender document and are / is qualified to submit a Tender.
14. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
15. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
16. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/ managers/employees.
17. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this Tender, we shall intimate the TIA of the same immediately.
18. I/We have not been debarred/blacklisted by any State Government/ Central Government/PSU Organization in India for unsatisfactory performance, corrupt or fraudulent practices or any other unethical conduct either indefinitely or for a period of time as on bid submission date.(A self- certification by the Authorized Signatory is provided on non- judicial stamp paper of appropriate value)
19. The power of attorney for signing of Bid, as per format provided at Annexure X of the Tender, are also enclosed.

Tender for Selection of an Agency for Supply, Operate and Maintenance of 15 Nos. of Trawlers on Monthly Rental Basis for Coastal Patrolling Under Odisha Police (CoastalSecurity)

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20. I/We, hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the TIA in connection with the selection of Bidders, selection of the Bidders, or in connection with the selection/ Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
21. I/we agree and undertake to abide by all the terms and conditions of the Tender document.
22. We agree and undertake to be liable for all the obligations of the Agency as per the terms of this Tender.

In witness thereof, I/We submit this Bid under and in accordance with the terms of the Tender document. Yours faithfully,

(Signature of the Authorized Signatory)

(Name and designation, address, email, phone and fax of the Authorized Signatory)

Date:

Place:

Name and seal of the Bidders / Lead Firm

## **Annexure F Financial Bid**

To

**Additional Directorate General of Police (Costal Security)**  
**Bhubaneswar, At/PO: Rasulgarh,**  
**Bhubaneswar Dist. Khurdha, PIN: 751010**

Subject: Financial Bid: Tender for Selection of an Agency for Supply, Operate and Maintenance of 15 Nos. of Trawlers on Monthly Rental Basis for Coastal Patrolling Under Odisha Police (Coastal Security)

Sir/Madam

We are pleased to submit our financial bid for the Tender for Selection of an Agency for Supply, Operate and Maintenance of 15 Nos. of Trawlers on Monthly Rental Basis for Coastal Patrolling Under Odisha Police (Coastal Security)project, as per the tender document issued by Odisha Coastal Security on dated

Our financial bid is based on the scope of work, terms, and conditions outlined in the Tender document. We have carefully reviewed the tender and hereby confirm that we have understood and accepted all the clauses, terms, and conditions specified therein.

Our financial bid is as follows:

<b>Sr. No</b>	<b>Descriptions</b>	<b>Unit Price including GST (A)</b>	<b>Qty. (B)</b>	<b>Total Cost including GST (A) * (B) (In Numbers)</b>	<b>Total Cost including GST (A) * (B) (In Words)</b>
1.	Supply, Operate and maintain 1No. of Trawlers on Monthly Rental Basis for Coastal Patrolling Under Odisha Police (Coastal Security) with daily 10 hours operational hours patrolling.		15		

Tender for Selection of an Agency for Supply, Operate and Maintenance of 15 Nos. of Trawlers on Monthly Rental Basis for Coastal Patrolling Under Odisha Police (CoastalSecurity)

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We are making this Financial Proposal after taking into consideration all the terms and conditions stated in the Tender document, and after careful assessment of the Project, all risks and contingencies and all other conditions that may affect the Financial Proposal.

Authorized signatory

Date:

Name and seal of Bidder

Place: