



**KAMARAJAR PORT LIMITED**  
**(Formerly known as Ennore Port Limited)**  
**(A MINI RATNA GOVERNMENT OF INDIA UNDERTAKING)**

**TENDER FOR “PROJECT MANAGEMENT CONSULTANCY SERVICES  
FOR CAPITAL DREDGING PHASE-IV FOR PROVIDING DEEP DRAFT  
AT KAMARAJAR PORT”**



**July, 2017**

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**ONLINE BID REFERENCE****Tender No.KPL/PPD/PMC/CD-PH-IV/2017****TENDER FOR “PROJECT MANAGEMENT CONSULTANCY SERVICES FOR  
CAPITAL DREDGING PHASE-IV FOR PROVIDING DEEP DRAFT  
AT KAMARAJAR PORT”****THROUGH E-PROCUREMENT MODE**

Sl. no.	Particulars	From	To
1.	Period of downloading Bidding document	22.07.2017	17.08.2017 at 12.00 hours
2.	Receiving Queries / Clarifications	22.07.2017	01.08.2017 at 16.30 hours
3.	Pre-bid meeting – Time, Date and place		03.08.2017 at 11.30 hours at Port Administrative Building, Kamarajar Port Limited, Vallur Post, Chennai -120
4.	Authority responses to queries		10.08.2017
5.	Last date & time for online submission of Bid		17.08.2017 at 15.00 hours
6.	Time, Date and Place of opening of Technical Bid		18.08.2017 15.30 hours at Port Administrative Building, Kamarajar Port Limited, Vallur Post, Chennai -120
7.	Time, Date and Place of opening of Price Bid	Will be intimated later	

**General Manager (CS & BD)**

Kamarajar Port Limited

**KAMARAJAR PORT LIMITED**  
**NOTICE INVITING ONLINE TENDER**  
**Tender No.KPL/PPD/PMC/CD-PH-IV/2017**

**TENDER FOR “PROJECT MANAGEMENT CONSULTANCY SERVICES FOR**  
**CAPITAL DREDGING PHASE-IV FOR PROVIDING DEEP DRAFT**  
**AT KAMARAJAR PORT”**

- 1.1. Online tenders through **e-procurement mode** are invited by Kamarajar Port Limited (KPL) from reputed Consulting firms for executing the work of **“Project Management Consultancy Services for Capital Dredging Phase-IV for providing Deep Draft at Kamarajar Port”** under two cover systems. The estimated cost of PMC works put to tender is **Rs.4,71,00,000 /- (Rupees Four Crores Seventy one Lakhs only)**
- 1.2. The tender document through e-procurement mode can be downloaded from KPL official website and through e-procurement portal link from the date indicated in Online Bid reference
- 1.3. One set of tender document consists of two volumes (Volumes-I & II). Volume-I (Technical Bid) comprises all Technical & commercial offer documents including drawings and Volume-II (Financial Bid) comprises of Price bid documents.
- 1.4. The complete tender document including drawings can be downloaded from KPL website: [www.ennoreport.gov.in](http://www.ennoreport.gov.in) and e-procurement portal link and submit as tender offer on or before the due date and time of submission. Tender document can be downloaded at free of cost.

The EMD of **Rs.9,42,000/- (Rupees Nine Lakhs and Forty Two Thousand only)** shall be paid as described in the Tender Document.

- ✓ The EMD shall be submitted in the form of DD/BC/PO from Nationalized Bank/Scheduled bank in favour of “Kamarajar Port Limited” payable at Chennai.

- ✓ The proof of EMD shall be uploaded as a scanned copy of the instrument through e-procurement mode under the Tender Document i.e. Technical Bid while submitting tender electronically in the e-procurement portal. The original EMD must reach Kamarajar Port Limited in the corresponding address before opening of Technical Bid as per the date and time given in this tender. Mere uploading of EMD document in the **e-procurement** portal and non-submission of the original EMD at the address given below before the Technical Bid opening date & time will lead to rejection of bids.

**General Manager (CS & BD),**

Kamarajar Port Limited,  
Port Administrative Building,  
Vallur,  
Chennai - 600120.

- ✓ The original EMD instrument (DD/BC/PO should be sealed in an envelope) can also be dropped in the Tender Box kept at the above address.
  - ✓ The tender (offer) shall have to be submitted by the Tenderer only through e-procurement mode as explained in the Tender Document.
- 1.5. The offer (both Techno-Commercial & Price) must be valid for a minimum of **180 days** from the last date of online submission of offer; otherwise the offer shall be rejected as non-responsive.
  - 1.6. First preference shall be given to the first ranked applicant having the highest combined score as per clause 2.6. The second ranked applicant 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 Clause 1.8 and 2.3 as the case may be..
  - 1.7. Pre-bid meeting will be conducted at Port Administrative Building, Kamarajar Port Limited, Vallur, Chennai – 600120, on the date and time indicated in the Online Bid Reference.
  - 1.8. The Prospective Bidders who need clarifications on any specific issue, if any, shall submit the same through e-tendering portal addressed to the General

Manager (CS & BD), Kamarajar Port Limited, Vallur, Chennai-600120 before the date and time indicated in Online bid reference. **No queries / clarifications shall be entertained after** the date and time indicated in Online bid reference. The bidders queries will be clarified through e-procurement portal and notification in this regard will be issued through [www.ennoreport.gov.in](http://www.ennoreport.gov.in) and e-procurement portal link.

- 1.9. The due date and time of online submission of offers will be as indicated in the Online Bid Reference, unless otherwise notified. In the event of changes in the schedules, the General Manager (CS & BD), Kamarajar Port Limited notifies the same only through [www.ennoreport.gov.in](http://www.ennoreport.gov.in) and e-procurement portal link.
- 1.10. If the offers are not received according to the instructions detailed here above, they shall be liable for rejection.

**General Manager (CS & BD)**

**Kamarajar Port Limited**

Phone 044-27950030-39

Fax: 044 – 27950002

Email: [nagarajan@epl.gov.in](mailto:nagarajan@epl.gov.in)

**KAMARAJAR PORT LIMITED****Tender No.KPL/PPD/PMC/CD-PH-IV/2017****TENDER FOR “PROJECT MANAGEMENT CONSULTANCY SERVICES FOR  
CAPITAL DREDGING PHASE-IV FOR PROVIDING DEEP DRAFT AT KAMARAJAR  
PORT”****I INSTRUCTIONS FOR ONLINE BID SUBMISSION**

**Bidders to follow the following procedure to submit the bids online through the e-Procurement portal <http://eprocure.gov.in>.**

The bidder shall **obtain e-token from a licensed Certifying Authority of National Information Centre (NIC) such as MTNL/SIFY/TCS / nCod e/ eMudhra to get access for Online Bid Submission through the e - Procurement site <https://eprocure.gov.in>**

- (i) Bidder should do the registration in the tender site using the “Click here to Enroll” option available.
- (ii) Bidder can use “My Space” area to update standard documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.
- (iii) Bidder should read the tenders published in the site and download the required documents / tender schedules for the tenders.
- (iv) Bidder then logs into the site by giving the user id/password chosen during registration and password of the DSC/e token.
- (v) Only one DSC should be used for one bidder. If a bidder uses more than one DSC token, the bid would summarily be rejected.
- (vi) Bidder should read the Tender schedules carefully and submit the documents as per the Tender.
- (vii) If there are any clarifications, the same may be clarified as per the tender conditions.

- (viii) Bidder should take into account the corrigenda, if any published before submitting the bids online.
- (ix) Bidder must in advance prepare the bid documents to be submitted as indicated in the tender schedule and they should be in the required format. If there are more than one document, they can be clubbed together.
- (x) Bidder selects the tender which he is interested using search option & then moves it to my favourites folder.
- (xi) From the folder, appropriate tender can be selected and all the details can be viewed.
- (xii) The bidder should read the terms & conditions and accept the same to proceed further to submit the bids.
- (xiii) The Bidder has to select the payment option as offline to pay the EMD.
- (xiv) The bidder has to enter the password of the DSC / e-token and the required bid documents have to be uploaded one by one as indicated.
- (xvi) The bidder has to submit the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected / will not be accepted by the system.
- (xvii) The tendering system will give a successful bid updating message and then a bid summary will be shown with the bid no., the date and time of submission of the bid and all other relevant details. The bidder has to submit the relevant documents required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- (xviii) The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
- (xix) The bid summary will act as a proof of bid submission for the subject tender and will also act as an entry point to participate in the bid opening date.



- (xx) For any clarifications regarding the Tender, the bid number can be used as a reference.
- (xxi) Bidder should log into the site well in advance for bid submission so as to submit the bid in time (i.e.) on or before the bid submission time. If there is any delay, due to other issues, bidder only is responsible.
- (xxii) Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced by scanning at low resolution and the same can be uploaded.
- (xxiii) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- (xxiv) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & cannot be viewed by any one until the prescribed date & time of bid opening.
- (xxv) The confidentiality of the bids would be maintained. Secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- (xxvi) Any document that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyer's public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- (xxvii) For any queries, the bidders are asked to contact by mail [cphp-nic@nic.in](mailto:cphp-nic@nic.in) or by phone 1-800-233-7315 well in advance.
- (xxviii) Tenderer is required to submit their tender through online in the form of Two Cover System on or before schedule bid due date of closing and time as notified in NIT. The tender received after the due date and time will not be entertained.

- (xxix) Tender Document can be submitted online only in the designated e-procurement portal eprocure.gov.in on or before the due date and time. The time of opening of technical bid will be as notified in the NIT.
- (xxx) Tenderer should submit the tender as per specification of work, drawings and in accordance with the instructions to bidders, General Conditions of Contract and Special Conditions of Contract.

## II. COVER – I DETAILS: TECHNICAL BID

This shall contain the following:-

- i) Bid Submission Letter (On letter head of the bidding firm) **(Form-1)**
- ii) Particulars of the Applicant **(Form-2)**
- iii) Power of Attorney for Authorised Signatory of the firm **(Form-3)**
- iv) Financial Capacity of the Applicant **(Form-4)**.
- v) Abstract of Experience as Project Management Consultants (PMC) during the last seven (7) years **(Form-5)**.
- vi) Eligible assignments of the Applicant during the last seven (7) years **(Form-6)**
- vii) Information regarding current contract commitments/work in progress **(Form-7)**.
- viii) Team Leader / Project Manager and all Key Personnel for the Assignment **(Form-8)**
- ix) CV of all Key Personnel **(Form- 8 a)**
- x) Claims/ current litigation/Arbitration if any**(Form-9)**
- xi) Integrity Pact **(Form - 10)**
- xii) Form of Contract Agreement **(Form-11)**.
- xiii) Form of BG for Performance Security **(Form -12)**.
- xiv) Scanned copy of DD / Banker Cheque / Pay Order towards EMD shall be uploaded.

The original Demand Draft / Banker's Cheque / Pay Order towards EMD must reach Kamarajar Port Limited in corresponding address before opening of Technical Bid as per the date and time given in this tender.

**COVER – II DETAILS: FINANCIAL BID – Price Schedule**

Price should be quoted in the Financial Bid in in a spread sheet file (.xls format) available in e-procurement Portal only. **Any indication of ‘Quoted price’ in the online technical bid documents shall lead to rejection of the bid outright.**

For evaluation purpose the uploaded offer documents will only be treated as authentic and final. The financial bid submitted through e-procurement mode only will be taken up for the purpose of evaluation.

**III. DETERMINATION OF RESPONSIVENESS OF BIDS:**

1. A proposal shall be considered Responsive only if,
  - a) It is received by the proposed Due Date and Time.
  - b) It is Digitally Signed.
  - c) It contains the information and documents as required in the Tender Document.
  - d) Contains EMD.
  - e) It contains information in formats specified in the Tender Document.
  - f) It mentions the validity period as set out in the document.
  - g) It provides the information in reasonable detail. The Port reserves the right to determine whether the information has been provided in reasonable detail.
  - h) There are no significant inconsistencies between the proposal and the supporting documents.
  - i) The Technical qualification conforms to as specified in the qualification criteria of General Rules and directions for the guidance of the Tenderer.
  - j) A Tender that is substantially Responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (1) which affects in any substantial way, the scope, quality, or performance of the Tenderer or (2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicant presenting substantially responsive bids.
  - k) The Port reserves the right to reject any tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port in respect of such Tenders.
  - l) The KPL shall have the right to review the Technical Qualification and seek clarifications wherever necessary.

**2. Deadline for Submission of Bids**

- a) Bids must be uploaded in the website [www.eprocure.gov.in](http://www.eprocure.gov.in) not later than the time and date indicated in the Online Bid Reference.
- b) The employer may extend the deadline for submission of the bid by issuing an amendment in accordance with clause 1.28, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- c) Since the bid document being downloaded from web site and uploaded through e-Tender website [www.eprocure.gov.in](http://www.eprocure.gov.in), the **bidder shall give an undertaking that no changes have been made in document.**
- d) For both Technical and Financial evaluation purpose, e-tender only will be considered. In case the tenderer unable to upload the supporting documents through e-procurement mode, the hard copy of the supporting documents submitted **before the due date** also considered for technical evaluation.

**3. Modification and Withdrawal of Bids**

- a) The bidders may modify, substitute or withdraw their tender after submission by giving notice in writing before the deadline prescribed in clause 1.37 **through e-Procurement Mode.**
- b) No bid shall be modified after the deadline for submission of bids.

4. Since the tender involves selection based on pre-qualification criteria, the General Manager (CS & BD) or his authorized officials of KPL will examine and seek necessary clarification if any and list out the firms, which are found technically suitable and Online Cover-II Price Bid of such tenders only will be opened and EMD will be returned to the other disqualified tenderers.

- a. The date and time will be intimated to tenderers whose offers are found suitable and Online Cover – II of such tenderers will be opened on the specified date and time.
- b. The **Fax/E-Mail offers will be treated as defective, invalid and rejected.** Only detailed complete offers received through online prior to closing time and date of the tenders will be taken as valid.

**General Manager (CS & BD)**  
**Kamarajar Port Limited**

**SECTION – 1****1. INSTRUCTIONS TO BIDDERS****A) General****1.1 Scope of the proposal**

KPL intends to invite proposals from experienced parties to provide Project Management Consultancy Services for the capital dredging project phase-IV to be taken up by inviting global bidding.

**1.2 General Information**

Kamarajar Port, formerly known as Ennore Port, the 12<sup>th</sup> Major Port of India is located about 11 nautical miles to the north of Chennai port along the Coromandel Coast in the State of Tamil Nadu at latitude 13°50.50' North and longitude 80°20.25' East. The Port was incorporated as a corporate entity, Kamarajar Port Limited (KPL), under the Indian Companies Act of 1956 on 11th October, 1999.

The Port is connected to the National Highways NH 4, NH 5 and NH 45. Kamarajar Port is connected to the trunk routes of Indian railways at Attipattu and Attipattu Pudunagar Stations located in the Chennai-Guntur section of the Southern Railway on the Chennai-Delhi/Kolkata routes.

**1.3 Stages of Development of Port****1.3.1 Present status**

KPL is operating the Port as a landlord port limiting its functions to overall planning for development, mobilization of investment for development, conservancy of the port, regulatory aspects, environment monitoring, dredging the berth areas, port basin and approach channel to provide adequate water depths for the safe navigation of ships, installation of navigational aids/fire-fighting facilities, road and rail connectivity and facilitating supply of water and electricity. The development and operation of individual cargo terminals are entrusted to private operators/ captive users.

Kamarajar Port consists of a harbour basin protected by two breakwaters on the northern/eastern side and the southern side. The north/east breakwater is 3080 m long while the south breakwater is 1070 m long and Kamarajar Port has 6 berths as of now, capable of serving the varied needs of the maritime

industry. The first phase of the Port development two coal wharves to accommodate two panamax size vessels. Of late, the Port has expanded its capacity by developing a Liquid Cargo handling Terminal, Common User Coal Terminal and Iron Ore Terminal on BOT under PPP mode and developed with its own investment, a General Cargo Berth for handling automobile exports and general merchandise. The present capacity of the port is 30 Million Metric Tonnes per Annum (MTPA).

Recently, to cater to the deep draught vessels at KPL, the port has carried out the Capital Dredging Phase-II at an investment cost of Rs.200 crores i.e. the outer approach channel of (-) 20.00m CD, inner channel of (-) 19.00m CD and basin of (-)18.00m CD.

### **1.3.2 Port Expansion Proposal**

To meet the growing demand in the hinterland and trade, and based on availability of water front and land, KPL has initiated action for developing the following terminals through BOT / Captive basis.

- **Container Terminal**

KPL has signed Concession Agreement with the Concessionaire M/s. Adani Ennore Container Terminal Pvt Ltd on 15.03.2014 for the development of Container Terminal on DBFOT Basis with handling capacity of 1.4 Million TEUs with a total quay length of 730 m at a Cost of Rs.1270 Crores in two phases. Container Terminal Phase-I will have a quay length of 400 m. Construction work is completed and the terminal is expected to commence shortly.

- **Multi Cargo Terminal**

Concession Agreement was signed with the Concessionaire M/s. Chettinad International Bulk Terminal Pvt Ltd on 28.03.2014 for development of Multi Cargo Terminal on DBFOT Basis with handling capacity of 2.0 MTPA with 270m quay length. Project Cost is Rs.151 Crores. Construction work is completed and the terminal is expected to commence shortly.

- **Coal Berths 3& 4 for TANGEDCO**

Considering the expansion of existing and new Thermal Power Plants of TANGEDCO and their joint ventures, TANGEDCO requested KPL to establish additional Coal Berths. Conceding to their request, Kamarajar Port has awarded

the Contract for construction of two Coal Berths of each 9 MTPA capacity at an own investment of Rs.500 crores. The proposed berths to accommodate capsized vessels of 18 meter draft as per the business model TANGEDCO is investing operating and maintaining all topside facilities like shore unloaders, conveyor system, etc., Construction work is in progress and expected to be completed by the end of 2017.

- **LNG Terminal**

IOCL has planned to set up an LNG Terminal Storage, Re-gasification Terminal Project. The capacity of LNG Terminal is 5 MTPA with provision to expand to 10 MTPA. Investment cost by Captive User (IOCL) – Rs.5151 crores. Cabinet has approved leasing of land to M/s. IOCL to an extent of 5,20,000 sq.mtr to the Joint Venture led by IOCL for a period of 30 years for setting up of LNG Re-gasification Terminal. Construction work is in progress and is expected to be completed by the end of 2018.

### **Proposed Projects**

- **Construction of RoRo cum General Cargo berth 2**

To meet the export demand of automobile exporters, KPL initiated actions for development of RoRo cum General Cargo Berth 2 consisting of berth and parking yard through Internal and Extra Budgetary Resources (IEBR). The capacity of the terminal is 3 MTPA with an estimated cost of Rs.320 Crores.

KPL issued the Letter of Intent on 29.03.2016 to the firm M/s. L&T Geostructure LLP, Chennai for Rs.115.03 Crores excluding parking yard. On receipt of Environmental Clearance from Ministry of Environment & Forest, KPL will issue the Work order for commencement of work.

- **Captive Oil Jetty by IOCL**

To meet the growing demand of POL, LPG products and Lube Oil Base stock (LOBS) in bulk in Tamil Nadu and neighbouring states, IOCL is proposing to build a Captive jetty at KPL and the proposed jetty is expected to achieve a capacity of 3 MTPA of LPG, POL and LOBS.

KPL and IOCL signed the MoU for the Construction of Captive Oil Jetty by IOCL on 30.11.2015. Further, KPL signed the Concession Agreement with IOCL on 09.06.2016. The work will be commenced after fulfillment of conditions precedent by both KPL and IOCL and will be commissioned by 2019-20.

## **1.4 Present proposal**

KPL has been identified as the Port to provide deep draft for handling Capesize dry bulk cargo vessels for which KPL appointed Indian Ports Association (IPA) for preparation of feasibility report. IPA prepared and submitted the Detailed Feasibility report for Capital Dredging Phase - IV. The channel length is increased to 7680 mtr from the existing 5200mtrs as per the report.

The scope of the proposed dredging work is given below:

- Outer approach channel from (-) 20.0m CD to (-) 23m CD and extension of the channel from (-) 20m contour to (-) 23m contour.
- Inner Channel from (-) 19.0m CD to (-) 22.0m CD.
- The basin area will be dredged to (-) 21m CD.
- The estimated dredging quantity is 16.16 million cubic meter.

**The present proposal is Project Management Consultancy services for Capital Dredging Phase – IV includes providing qualitative technical and administrative services for implementation of this dredging project.**

### **Award of Dredging Work:**

KPL had initiated the tendering process for the main tender i.e., Capital Dredging Phase – IV and issued letter of Intent to M/s. International Seaport Dredging Pvt. Ltd. on 31.03.2016 for an estimated quantity of dredging is 16.16 million cu. m. Letter of Award for commencement of work will be issued after obtaining Environmental Clearance from MoE&F.

### **Present Status of MoE&F Clearance**

KPL is in the process of obtaining the Environmental Clearance from MoEF&CC.

## **1.5 Environmental Conditions**

### **1.5.1 Site environment**

The coast is long and sandy and the beach gradient is gentle and exposed to continuous moderate surf. There are number of shoals known as “Ennore Shoals” North of the North Breakwater. The wave energy is attenuated as the waves travel over these shoals. The mouth of the Ennore creek is located south of the South Breakwater.



### 1.5.2 Tides

The tides at Ennore are semi-diurnal having two peaks and two lows in every day and in every duration between new and full moon days (spring and neap). Tide level changes continuously. Tide levels at Chennai Port are continuously measured. In view of close proximity to Chennai, it can be assumed that there are no variation in tides and its predictions from Chennai Port for Kamarajar Port. With this assumption, the different levels of tides at Ennore are given below:

Description	Height	(in m)
Highest High Water	+	1.50
Mean High Water Springs	+	1.10
Mean High Water Neaps	+	0.80
Mean Sea Level	+	0.65
Mean Low Water Neaps	+	0.40
Mean Low Water Springs	+	0.10
Lowest Low Water	-	0.10

### 1.5.3 Wind

The site is coastal exposed to Southwest and Northeast monsoon. The wind is predominantly Southwest direction during SW monsoon from June to September and from NE to NW during NE monsoon from October to January.

### 1.5.4 Currents and Waves

During the northeast monsoon, the current is directed southwards and in southwest monsoon the current is directed northwards. The currents in the coastal zone are approximately 0.15 to 0.25 m/s. The basin is well protected from the wave action and the maximum wave height in the basin is limited to 0.50 m only.

### 1.5.5 Meteorology

The wind rose shows the largest frequencies of occurrence from north eastern and south western directions. This corresponds with the monsoon season and is in accordance with more general data of the western part of the Bay of Bengal. Southern to south eastern wind directions also occur rather frequently, mainly during the transition period between the two monsoons.

### 1.5.6 Rainfall

More than 60% of the annual rainfall takes place during the NE monsoon (October to December). The average monthly rainfall in the period 1972 – 1983 varied from 1mm in March / April to 416 mm in November. The total annual rainfall shows considerable variation over the years, from 550 mm in 1982 to 1522 mm in 1975.

### 1.5.7 Air Temperature

The average monthly air temperature varies between 37°C in May and June to about 29°C during December and January. The average minimum temperatures vary between 28°C in May and June and 21°C in January and February.

### 1.5.8 Relative humidity

Ennore generally experiences high humidity. The average maximum values of the relative humidity remain high throughout the year (above 90%). The average minimum monthly values are between 25% in May and 48% in November.

### 1.5.9 Visibility

The visibility at Ennore area is more than 20 km for most part of the year, occasionally extending to 50 km. On an average, visibility is between 4 and 10 km for 40 days in a year, and less than 4 km for 4 days in a year.

## B) BIDDING DOCUMENT

### 1.6 Bid Document

The complete tender document including drawing is available on port website: [www.ennoreport.gov.in](http://www.ennoreport.gov.in) / [www.eprocure.gov.in](http://www.eprocure.gov.in) and ***Tenderers may download the same and submit as tender offer / bid on or before the due date and time of submission in e-Procurement mode.***

### 1.7. Eligible bidders

1.7.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause 1.8.

1.7.2 The Bidder shall be a single entity for providing the Project Management Consultancy Services. The term Bidder used hereinafter would therefore apply to single entity.

- 1.7.3 Bidders will be declared ineligible, either indefinitely or for a stated period of time, if they are found engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- 1.7.4 Sub-Contractors experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.
- 1.7.5 An Applicant shall be deemed to have a Conflict of Interest affecting the selection process, if:
- a. the Applicant and any other Applicant have common controlling shareholders or other ownership interest.
  - b. An Applicant eventually appointed to provide Consultancy for this Project, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment.

## **1.8 Eligibility Criteria:**

- 1.8.1 To qualify for award of the contract, bidders are advised to note the minimum eligibility criteria specified below:

The tenderer shall satisfy the minimum eligibility criteria as under,

- a) The tenderer should have provided **“Project Management Consultancy (PMC) services i.e. Eligible Assignments for execution of Dredging works in Ports or in any waterway projects in India or abroad completed during the last 7 years ending 31.03.2017”** fulfilling any of the following:

- i) **Three PMC dredging services** of the value not less than **Rs. 188.40 Lakhs each** or PMC services for three dredging projects with dredging quantity of not less than **6.46 million cu.m each**

(OR)

- ii) **Two PMC dredging services** of the value not less than **Rs. 235.50 Lakhs each** or PMC services for two dredging projects with dredging quantity of not less than **8.08 million cu.m each**

(OR)

iii) **One PMC dredging services** of the value of not less than **Rs. 376.80 Lakhs** or PMC service of a dredging project of quantity of not less than **12.93 million cu.m**

b) The Tenderer should have an Average Annual turnover of at least **Rs.141.30 Lakhs** during the last three financial years. (i.e., for 2013-2014, 2014-15 & 2015-16)

*Note:*

- i. Copies of Documentary proof in support of the above experience by way of work order and Completion certificates issued by the client indicating the value of work done shall be submitted.*
- ii. Copies of audited Annual Accounts in support of average annual turnover shall be submitted.*
- iii. Copy of documents should be duly signed, subject to production of the originals when demanded.*

1.8.2 All the eligible bidders shall upload the following documents and information duly filled along with documentary evidence (notarised) to qualify technically as per the forms in Section-6.

**A. Technical bid**

- a) Bid Submission Letter (On letter head of the bidding firm) **(Form-1)**
- b) Particulars of the Applicant **(Form-2)**
- c) Power of Attorney for Authorised Signatory of the firm **(Form-3)**
- d) Financial Capacity of the Applicant **(Form-4)**.
- e) Abstract of Experience as Project Management Consultants (PMC) during the last seven (7) years **(Form-5)**.
- f) Eligible assignments of the Applicant during the last seven years **(Form- 6)**
- g) Information regarding current contract commitments/work in progress **(Form-7)**.
- h) Team Leader / Project Manager and all Key Personnel proposed for the Assignment **(Form-8)**
- i) CV of all Key Personnel **(Form- 8 a)**
- j) Claims/ current litigation/Arbitration if any **(Form-9)**
- k) Integrity Pact **(Form-10)**
- l) Form of Contract Agreement **(Form-11)**.
- m) Form of BG for Performance Security **(Form -12)**.

n) Scanned copy of DD / Banker Cheque / Pay Order toward the EMD shall be uploaded.

**B. Financial bid.**

Price should be quoted in the Financial Bid in a spread sheet file (.xls format) available in e-procurement Portal only. **The rate quoted other than spreadsheet shall not be considered. Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright.** For evaluation purpose the uploaded offer documents will be treated as authentic and final.

1.8.3 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record of poor performance, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

1.8.4 The Successful bidder should submit the following documents to the Port before commencement of Contract.

(i) Documentary evidence for having valid VAT/PAN details as under:

a) VAT No. \_\_\_\_\_

b) PAN No. \_\_\_\_\_

(ii) Documentary evidence for having valid ESI/EPF details as under:

a) ESI No. \_\_\_\_\_

b) EPF No. \_\_\_\_\_

**1.9. One Bid per Bidder**

Each bidder shall submit only one bid in their name as an individual bidder. **A bidder who submits more than one tender in any capacity will be disqualified. The bid documents are not transferable.**

**1.10. Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

**1.11 Site Visit**

- 1.11.1 The bidder is advised to visit and inspect the site of works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the tender and entering into a contract for the assignment. The costs of visiting the site shall be borne by the bidder. Permission, if required, to visit the site, will be given during the tender period, on application to:

**The General Manager (CS & BD)**

Kamarajar Port Limited,  
Port Administrative Office Building,  
Vallur Post,  
Chennai -600120.  
Telephone: 044 -27950035  
Fax: 044 – 27950002

- 1.11.2 The bidder and any of his personnel or agents will be granted permission by the General Manager (CS & BD) of KPL to enter upon the premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, his personnel and agents, will release and indemnify the Engineer or his representatives from and against all liability in respect of such inspection at their own risk and cost
- 1.11.3 It is the responsibility of bidders to visit the site as set out in the clause 1.11.1 above and obtain all information necessary for the purpose of preparing Tenders. Bidders must inspect and fully satisfy themselves as to the requirements and extent of the scope of Work.

- 1.12** In formulating their bid, bidders shall have full regard to the contents of the Bid Documents since all bids will be deemed to have been made after taking into account all the provisions thereof. The agreement as finally executed will include the Employer's Bid Documents and the Bidder's offer as finally accepted by the Employer together with Addenda, bid clarification and all correspondences exchanged between Kamarajar Port and the bidder, if any.

- 1.13** The bidders may please note that the Employer will not entertain any correspondence or queries on the status of the offers received against this Bid. Bidders are also requested not to depute any of their personnel or Agents to visit the Employer's offices for making such enquiries till finalization of the bid.

Should the Employer find it necessary to seek any clarifications, technical or otherwise the concerned bidder will be duly contacted by the Employer.

- 1.14** Canvassing in any form by the bidder or by any other agency acting on behalf of the bidder after submission of the bid may disqualify the said bidder. The Employer's decision in this regard shall be final and binding on the bidder.
- 1.15** *The bidders shall give an undertaking that they have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.*
- 1.16** The Employer may reject, accept or prefer any bid without assigning any reason whatsoever. The Employer also reserves to himself the right to accept any bid in part or parts only with such conditions as he may prescribe
- 1.17** Employer will not be liable for any financial obligation in connection with the work until such time the Employer has communicated to the successful bidder in writing his decision to entrust the Work (covered by the bid document issued).
- 1.18** Fax/Telegraphic offers will not be considered. Bidders should prepare their bid themselves. Bids submitted by agents will not be recognized.
- 1.19** Bids received after the due date and time and any change in quotation after the specified date will be rejected.
- 1.20** In case of an unscheduled holiday on the prescribed closing/opening day of the bid, the next working day will be treated as the scheduled prescribed day of closing/opening of the bid.
- 1.21** Bidders to note that the bids shall first be evaluated for minimum eligibility criteria given in the tender NIT. Bidders not meeting the eligibility criteria do not qualify.

## C) BIDDING DOCUMENTS

### 1.22. Content of Bidding Documents

The tender documents contain the schedules stated below, and should be read in conjunction with any Addenda/ Amendments issued in accordance with clause 1.28

- I. Online Bid Reference
- II. Notice Inviting Online Tender
- III. Instructions for Online Bid Submission
- IV. **Sections:**
  1. Introduction to Bidders
  2. Criteria for Evaluation
  3. General Conditions of Contract
  4. Terms of Reference
  5. Drawings
  6. E-Payment
  7. Forms

The bidder is expected to examine carefully all instructions, conditions of contract, general description of work and other conditions, drawings and forms in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Pursuant to clause 1.42 hereof, bids which are not substantially responsive to the requirements of the bid documents shall be rejected.

### 1.23 Time Schedule

The period of this assignment shall be about **22 (Twenty Two) months (20 months execution + 2 months post dredging works)** reckoned from 15 days after the date of issue of **Letter of Award** up to the end of 22 months i.e. completion of Capital dredging project Phase – IV. If the assignment is completed in all respects before the scheduled period, the Contract may be foreclosed, and payment will be made on prorata basis as per BOQ. In case of any delay in completion of the construction activities by the respective Concessionaire and the dredging Contractor, the Contract may be extended suitably by the Employer. **In case of extension, for reasons not attributable to the PMC or foreclosure, pro-rata addition / deletion shall be done based on agreed payment terms as per BOQ.** At the discretion of Kamarajar Port



Limited, without assigning any reasons whatsoever, the assignment may foreclose at any stage.

#### **1.24 Payment of Services**

1.24.1. All the payments under the contract will be made only in Indian Rupees. The fees/ price shall be quoted in Indian Rupees only. The Consultant shall be paid for the services rendered as per the TOR given in Section 4 to this Bidding document.

1.24.2. Comprehensive supervision / monitoring dredging operation of Capital Dredging Phase-IV by Technical / Office Staff and maintaining office as mentioned in BOQ will be paid for actual utilized man months on monthly basis and subject to clause 3.28.2.

1.24.3. The price quoted in the BOQ shall be inclusive of conveyance, printing and stationery, office rent / maintenance charges, office furniture, profit and miscellaneous items.

1.24.4. The price quoted in the BOQ shall be inclusive of all taxes and duties except service tax. The service tax will be reimbursed on production of necessary documentary evidence.

#### **1.25 Pricing of Bid**

The offer for the consultancy services is based on the scope of work prescribed in the tender and shall include planning, mobilization and demobilization of office equipments including all items/materials, labour, tools, vehicles for transportation charges, accommodation, insurance, taxes, duties, consumables, overhead, profit etc. except service tax necessary for execution/supervising of capital dredging phase IV as described in the Bid Document.

#### **1.26 Duties and Taxes**

The price quoted should be inclusive of all taxes and duties except service tax. It shall be the responsibility of the Consultant to submit to the concerned Indian Statutory Authorities, the returns and all connected documents required for this purpose. The Consultant shall also provide the Employer such information as they may require in regard to the Consultant's income and

expenditure for this purpose. The service tax will be reimbursed on production of documentary evidence.

### **1.27 Pre-Bid Meeting**

Pre-bid meeting will be conducted at the time, date and venue indicated in the Online Bid Reference. The Prospective Bidders who need clarifications on any specific issue, if any, shall submit the same through e-tendering portal addressed to the General Manager (CS & BD), Kamarajar Port Limited, Vallur, Chennai-600120 before the date and time indicated in Online bid reference. **No queries / clarifications shall be entertained after** the date and time indicated in Online bid reference. The bidders queries will be clarified through e-procurement portal and notification in this regard will be issued through [www.ennoreport.gov.in](http://www.ennoreport.gov.in) and e-procurement portal link.

### **1.28 Amendment of Bidding Documents**

1.28.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

1.28.2 Any addendum / corrigendum thus issued shall be part of the bidding documents and shall be published in the website.

1.28.3 To give prospective bidders reasonable time to take an addendum into account in preparing their bids, the Employer may extend as necessary the deadline for submission of bids, in accordance with clause 1.37.2 below.

## **D. PREPARATION OF BIDS**

### **1.29. Language of the Bid**

The Bid and all related correspondence and documents should be written in English language. Supporting documents and printed literature furnished by Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting documents, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

### **1.30. Documents comprising the Bid**

The bid submitted by the bidder shall comprise the following:

a) Technical Bid

(i) The documents stated in the clause 1.8.2 including the addition, if any.

(ii) Qualification Information Form and Document (pursuant to clause 1.8 hereof) and any other materials required to be furnished and submitted by the bidder in accordance with these instructions. The documents listed under the clause 1.8.2 and as per the forms in Section – 6 shall be filled in without exception and uploaded through **e-Procurement on website: e-procure.gov.in.**

b) Financial Bid

Price offer / bid duly filled in through **e-Procurement on website e-procure.gov.in.**

### **1.31. Bid Prices**

1.31.1 The contract shall be for the whole work as described in clause 1.1, based on the price offer submitted by the Bidder.

1.31.2 All duties, taxes and other levies except service tax payable by the contractor under this contract, or for any other cause shall be included in the total Bid Price submitted by the Bidder.

1.31.3 The price quoted by the bidder shall be final and fixed for the duration of the Contract and shall not be subjected to adjustment on any account.

### **1.32. Currencies of Bid**

All financial transactions under this Contract will be made only in Indian Rupees. For the purposes of technical evaluation of Applicants, Rs. 65 per US\$ (as on 30.03.17) shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the SBI Selling Rate for the relevant date.

### **1.33. Bid Validity:**

1.33.1 Bids shall remain valid for a period not less than 180 days after the deadline date for bid submission specified in clause 1.37. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

1.33.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or by fax. A bidder agreeing to the request will not be permitted to modify his bid and also shall agree for extension of holding EMD.

**1.34 Bid Security (Earnest Money Deposit – EMD)**

- a. The Earnest Money Deposit should reach to Kamarajar Port Limited on or before the date and time indicated in the Online Bid Reference with covering letter indicating Tender number, Name of work without which the tenders shall be rejected.
- b. The EMD of **Rs.9,42,000/- (Rupees Nine Lakhs and Forty Two Thousand only)** shall be paid by demand draft/Pay Order/Banker's Cheques in favour of **"Kamarajar Port Limited"** issued by any Nationalized/Scheduled Bank payable at Chennai.
- c. EMD of unsuccessful bidders other than L<sub>1</sub> and L<sub>2</sub> will be refunded/ returned immediately after ranking of price bids. Earnest Money of L<sub>2</sub> will be refunded immediately after entering into agreement with L<sub>1</sub> and acceptance of performance Guarantee of L<sub>1</sub>.
- d. EMD be refunded suo motto without any application from the bidders.
- e. The EMD of the successful bidder will be discharged / refunded after he has signed the Agreement and furnished the required Performance Security.
- f. The EMD may be forfeited, if
  - a) The Bidder withdraws the Bid after Bid opening during the period of Bid Validity; or
  - b) The successful Bidder fails within the specified time limit to
    - i) Sign the Agreement or
    - ii) Furnish the required performance security

**1.35. Alternative Proposals by Bidders**

Conditional offer or Alternative offers will not be considered in the process of tender evaluation. Such Tenders shall be treated as Non-Responsive.

**E. SUBMISSION OF BIDS****1.36.** Bidders shall submit their bid on **online only through e-Procurement Mode.**

The documents and information required for fulfilling the eligibility criteria as specified in the clause 1.8

- 1.36.1 The bidder shall **obtain e-token from a licensed Certifying Authority of National Information Centre (NIC) such as MTNL/SIFY/TCS/nCode/eMudhrato get access for Online Bid Submission through the e-Procurement site <https://eprocure.gov.in>**
- 1.36.2 Bid document shall be submitted only in online in the designated two cover system on the e-Tender website [www.eprocure.gov.in](http://www.eprocure.gov.in) on or before due date as per the instructions given in NIT.

### **1.37 Deadline for Submission of Bids**

- 1.37.1 Bids must be uploaded in the website [www.eprocure.gov.in](http://www.eprocure.gov.in) not later than the time and date indicated in the online bid reference.
- 1.37.2 The employer may extend the deadline for submission of the bid by issuing an amendment in accordance with clause 1.28, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 1.37.3 Since the bid document is downloaded from web site and uploaded through e-Tender website [www.eprocure.gov.in](http://www.eprocure.gov.in), the bidder shall give an undertaking that no changes have been made in document.
- 1.37.4 For both Technical and Financial evaluation purpose, e-tender only will be considered. In case the tenderer unable to upload the supporting documents through e-procurement mode, the hard copy of the supporting documents submitted **before the due date** also considered for technical evaluation.

### **1.38. Modification and Withdrawal of Bids**

- 1.38.1 The bidders may modify, substitute or withdraw their tender after submission by giving notice in writing before the deadline prescribed in clause 1.37 **through e-Procurement Mode.**
- 1.38.2 No bid shall be modified after the deadline for submission of bids.

**F. Bid Opening and Evaluation****1.39. Bid Opening**

On the due date and appointed time as specified in clause 1.37, the Employer will first open Technical bids *in e- Procurement Mode* including modifications made pursuant to clause 1.38 in the presence of the Bidders or their representatives who choose to attend the bid opening. In the event of, the specified date for bid opening declared a holiday by the Employer; the bids will be opened at the appointed time and location on the next working day.

**1.40. Process to be Confidential**

Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.

**1.41. Clarification of Bids**

1.41.1 To assist in the examination, evaluation and comparison of Bids, the Employer may, at his discretion, ask any bidder for clarification of his Bid, including breakup of price quoted. The request for clarification and the response shall be in writing or by fax, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

1.41.2 Subject to clause 1.41.1, no bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing. Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison, or contract award decisions, may result in the rejection of his bid

**1.42. Examination of Technical Bids and Determination of Responsiveness of Technical Bid**

1.42.1 Prior to evaluation of Technical Bids, the Employer will determine whether each bid

(a) meets the eligibility criteria defined in the clause 1.8.

(b) has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall interalia include a provision to bind the bidder to settlement of disputes

- clause;
- (c) is submitted with the required Bid Security and;
  - (d) is responsive to requirements of the bidding documents.
  - (e) is valid in accordance with the clause 1.6 of Notice Inviting Online Tender of Bid reference
  - (f) and its supporting documents does not show significant variations and / or inconsistency(ies).
  - (g) documents, amendments and addendum (if any) issued by Kamarajar Port Limited are submitted with initials on all pages.
- 1.42.2 A substantially responsive technical and financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the Work; (b) which limits in any substantial way; the Employers' rights or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.
- 1.42.3 If a Technical Bid is not substantially responsive, it will be rejected by the Employer and will not subsequently be made responsive by correction or modification or withdrawal of the non-conforming deviation or reservation.
- 1.42.4 Financial bid of those bidders whose Technical bid has been determined to be non - responsive shall not be opened in online. The copy of Financial bid of such Tender forwarded to KPL for record purpose will be returned unopened.

## Section - 2

### Criteria for Evaluation

#### 2.1. Qualification (Step-1)

For the purpose of Qualification, the Bidders should satisfy the following minimum eligibility criteria prescribed in clause 1.8. The supporting documentary proof in respect of experience should contain (i) order copy (ii) *copy of completion certificate* or *copy of performance certificate* and as regards to financial capability, the documentary proof such as statement giving particulars duly certified by the Auditor of the company as per **FORM - 4, 5 & 6**

#### 2.2. In addition the Bidder may note the following :-

Details in respect of **Clause 1.8** are required to be furnished as per the formats set out in **FORM - 4, 5 & 6**.

- a. The Bidder is required to provide a half page write-up providing the details of earlier assignments carried out by the Bidders and meeting the requirements of minimum eligibility criteria specified in **Clause 1.8** above.
- b. Kamarajar Port Limited would evaluate the Qualification Documents in order to qualify Bidders for Step-2. Bidders who qualify the Minimum Eligibility Criteria stated under Clause 1.8 only will be considered for Step-2 evaluation namely, Technical Bid evaluation.

#### 2.3. Evaluation of Technical Bid (Step-2)

2.3.1. In Step-2, Bids of all those Bidders who qualify under Step-1 will be evaluated.

2.3.2. The Scoring criteria to be used for evaluation shall be as follows :

- a. In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals score 70 marks or more out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST).
- b. Each Key Personnel i.e. Team Leader / Project Manager, QA / QC Engineer and Environmental / Health and Safety Engineer must score a minimum of 70% marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 70% marks or any one of the remaining Key Personnel score less than 70% marks. In case the Selected Applicant has one Key Personnel, other than the Team Leader, who scores less than 70% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 70% or above.



c. The scoring criteria for evaluation shall be as follows

Item Code	Parameter	Maximum Marks	Criteria
1.	Relevant Experience of the Applicant  *For example, if the quantity of one dredging project is equal to or more than 6.46 million cu. m. but less than 8.08 million cu. m., it will be coming under "a" and the marks for the same is 6.25.	25	While awarding marks for relevant experience of the applicant, no score will be awarded to an Applicant for fulfilling the minimum eligibility criteria prescribed in clause 1.8.1 and only projects exceeding the eligibility criteria will be considered for the following scoring:  a) 25% marks shall be awarded for each dredging project with dredging quantity of not less than <b>6.46 million cu. m.</b> and upto <b>8.08 million cu. m.</b> b) 50% marks shall be awarded for each dredging project with dredging quantity of not less than <b>8.08 million cu. m.</b> and upto <b>12.93 million cu. m.</b> c) 100% marks shall be awarded for dredging project of quantity of not less than <b>12.93 million cu. m.</b>
2.	Proposed Methodology and Work Plan	5	Evaluation will be based on the quality of submissions.
3.	Relevant Experience of the Key Personnel	70	Key Personnel shall fulfil the experience criteria prescribed in clause 3.27 for minimum eligibility
3 (a)	Team leader / Project Manager.	30	25% marks shall be awarded for each Dredging assignment undertaken by the Team Leader / Project Manager subject to a maximum of Four Dredging Assignments with no reference to the cost of the project
3 (b)	QA /QC Engineer	20	50% marks shall be awarded for each Dredging assignment undertaken by the QA / QC Engineer subject to a maximum of Two Dredging assignments with no reference to the cost of the project
3 (c)	Environmental / Health & Safety Engineer	20	50% marks shall be awarded for each Dredging assignment undertaken by the Environmental Health & Safety Engineer subject to a maximum of Two Dredging assignments with no reference to the

			cost of the project
	<b>Grand Total</b>	<b>100</b>	

Note: While awarding marks for relevant experience of the applicant, for item no.1 above, No score will be awarded to an Applicant for fulfilling the eligibility criteria of a minimum number of Eligible Assignments prescribed in clause 1.8.1 and only projects exceeding the eligibility criteria shall qualify for scoring. For the avoidance of doubt, it is clarified that if the minimum number of Eligible Assignments for meeting the eligibility criteria is [3 (three)], then an equivalent number will be ignored for each Applicant and only the balance remaining will be considered forwarding score.

#### **2.4. Short-listing of Applicants:**

All the applicants whose Technical score is more than 70 marks shall be shortlisted for financial evaluation in the second stage. The Experience of the Bidder would be measured in respect of Eligible Assignments as defined in Clause 3.1 (q). The supporting documentary proof in respect of experience should contain (i) order copy (ii) completion certificate or performance certificate. Every Bidder has to provide details in respect of assignments undertaken by him as per the format set out in Form – 5 & 6.

#### **2.5. Opening of Financial bid (Step 3):**

2.5.1. Financial bid of responsive bidders, who are found acceptable on scrutiny of technical contents and satisfy the criteria for evaluation, will be opened through e-procurement mode in the presence of authorized representative of the bidders who may wish to be present. The date of opening of financial bid will be conveyed to qualified bidders through e-portal only.

2.5.2. Financial bid with any counter conditions or ambiguous remarks shall be rejected.

2.5.3. Bidders are required to submit the Financial Bid as per the format provided in Financial Bid. For financial evaluation, the total cost indicated in the Financial bid will be considered. The Authority will determine whether the financial bid is complete and unconditional. The cost indicated in the financial bid shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant.

#### **2.6. Evaluation of Financial Bids**

Bids will be finally ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times Tw + SF \times Fw$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Bid and Financial bid that shall be 0.80 and 0.20 respectively.

The lowest Financial Bid (FM) will be given a financial score (SF) of 100 points. The financial scores of other tenderers will be computed as follows:

$$SF = 100 \times FM / F$$

(Where, F = amount of Financial bid)

The selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case he first ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 1.8 and 2.3, as the case may be.

### **2.7. Team Composition:-**

The Bidder would need to provide details in respect of the persons proposed to be associated in providing the Services to Kamarajar Port Limited. Consultant shall provide personnel comprising of Dredging Expert with knowledge of latest dredging techniques, Environmental and Safety Expert. The composition of supervision team is given below. The tentative qualification and experience of key personnel required during execution of work is given in Clause 3.27.

Team Leader / Project Manager : 1

QA / QC Engineer: 1

Environmental / Health and Safety Engineer : 1

The team leader would need to be involved in providing the Services and would need to be present at all important meetings with Kamarajar Port Limited. Scores will be allotted to each of the experts based on the experience of the experts. The Bidder in their letter head, for each person's proposed shall declare that the persons proposed are satisfying the qualifying and experience criteria in all respects. The Declaration is in the form of CV attached as **Form-8 & 8a**. Each person's must satisfy the qualifying criteria on Educational qualification and essential experience. ***A bid shall be rejected if the Team Leader or any one of the remaining Key Personnel does not satisfy the qualifying criteria.*** In case the Selected Bidder has one Expert, other than the Team Leader, who does not satisfy the qualifying criteria, he would have to be replaced with a better candidate who, in the opinion of the Authority, would satisfy the criteria before issue of Letter of Award.

### **2.8. Approach & Methodology:**

The Bidder would be required to furnish the following as part of their Technical Bid for the Project:

a. Understanding of Terms of Reference

Under this item, the Bidder should provide a brief description of their understanding of the scope of the Services and the Terms of Reference.

b. Recommended Approach

The Bidders should give a write-up on the recommended approach for the Project (Note should not be more than 3 pages).

c. Proposed Methodology

The Bidders should provide their proposed methodology for implementation of the Project.

d. Work Plan

The Bidders should provide a work plan covering each of the activities pertaining to the Project.

e. Kamarajar Port Limited would evaluate each item of Approach & Methodology and sign an appropriate score for every Bidder based on its evaluation.

**2.9. Presentation:**

Kamarajar Port Limited reserves the right to invite the Bidder to make a presentation covering the details of the technical bid to Kamarajar Port Limited in case it is required.

**2.10. Successful Bidder**

The Bidder scoring highest Total Composite Score would be declared as the successful Bidder. In case of Bidders having the same Total Composite Score, the Bidder with the higher Total Technical Score would be declared as the successful Bidder.

The Successful Bidder shall be the first ranked Applicant (having the highest composite score). The second ranked Applicant 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 Clauses 1.8 & 2.3 as the case may be.

**2.11. Award of Contract**

2.11.1. The selected bidder may, if necessary, be invited for discussions. The discussions shall generally be not for reducing the price of the bid, but will be for re-confirming the obligations of the selected bidder, issues such as deployment of key personnel, understanding of the contract and methodology and quality of the work plan.

2.11.2. The Employer will award the Contract to the Bidder who has been the first ranked by considering the technical and financial scores as explained in clause 2.6.

**2.12. Employer's Right to accept any Bid and Reject any or All Bids**

Notwithstanding clause 2.11 above, the Employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected

bidders on the grounds for the Employer's action.

### **2.13. Notification of Award and Signing of Agreement**

- 2.13.1. The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by fax or confirmed by registered letter. This letter (herein after and in Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Consultant in consideration of the Execution and completion of the Work by the Consultants prescribed by the Contract (herein after and in the Contract called the "Contract Price")
- 2.13.2. The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security in accordance with the provisions of clause 2.14.1 below.
- 2.13.3. The Agreement will incorporate all correspondence between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder within stipulated period, following the notification of award. Within **15 days** of receipt of this letter, the successful Bidder will furnish the performance security and sign the Agreement with the Employer.
- 2.13.4. All costs, charges and expenses including stamp duty in connection with the contract as well as preparation and completion of agreement shall be borne by the Consultant. Until such contract agreement is executed, this tender downloaded by the bidder including addendum together with the written acceptance shall form a binding contract between the KPL and the Consultant and shall be the contract.
- 2.13.5. Upon furnishing the Performance Security and entering the contract Agreement with employer by the successful Bidder, the Employer will promptly refund/release the Bid security of L<sub>1</sub> and L<sub>2</sub>.

### **2.14. Performance Guarantee / Security Deposit**

- 2.14.1. Performance Guarantee  
**Within 15 days** of issue of Letter of Award from KPL, the Successful Bidder shall furnish to the KPL a Performance Security in the form of a Bank

Guarantee of a Nationalized or Scheduled Commercial Bank from its Chennai branch for an amount equivalent to **5% of the awarded value** as per the format (Form-11 in Section 7) to the Bid document. Failure of the Successful Bidder to furnish the required bank guarantee shall constitute sufficient grounds for the termination of contract and forfeiture of EMD. The Performance Security shall remain in force until six months from the date of issue of completion certificate of this entire project assignment and will be discharged thereafter. Obtaining of such guarantee (and the cost of guarantee), shall be at the expense of the Successful Bidder

#### **2.14.2. Security Deposit**

In addition to the Performance Guarantee, stated above, a sum at 10% of the gross amount of each bill shall be deducted from each running bill of the PMC till the sum reaches 5% of the tendered and accepted amount of the work. Such deductions shall not be made in case the PMC has deposited the amount by DD / BG. The Security Deposit shall remain in force until six months from the date of issue of completion certificate of the entire project / assignment and will be discharged thereafter.

#### **2.15. Advance Payment**

KPL shall not pay any advance to the PMC.

#### **2.16. Corrupt or Fraudulent Practices:**

The Employer requires that the Bidders under this contract, observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, the Employer:

- a. defines, for the purpose of these provisions, the terms set forth below as follows:
  - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

- b. will reject a proposal for award of work if the employer determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- c. will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

**SECTION 3**  
**GENERAL CONDITIONS OF CONTRACT**

**3.1. General Provisions Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Employer" or "Authority" means Board of Directors of Kamarajar Port Limited, acting through its Chairman cum Managing Director or any other officers so nominated for the work.
- b) "Applicable Law" means all laws in force and effect as of the date hereof and which may be promulgated or and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- c) "Award Cost" the cost tendered by the successful bidder or cost after negotiation with the successful bidder.
- d) "Consultant" means the successful bidder and to whom this contract is awarded.
- e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in letter of award;
- f) Contract price means total amount paid to the Project Management Consultants as per payment schedule clause 1.24 plus any other payments for extended period.
- g) "Effective Date" means the date on which this Contract comes into force and effect pursuant to clause in General Condition 2.2.1;
- h) "Foreign Currency" means currency in US Dollars or the currency of the home country of Consultant;
- i) "GCC" means these General Conditions of Contract;
- j) "Government" means the Government of India;
- k) "Local Currency" means Indian Rupees;
- l) "Personnel " means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside India; "Local Personnel" means such persons who at the time of being so hired had their domicile inside India; and "Key Personnel" means the personnel referred to in Form – 8 of Section – 7;



- m) "Party" means the Employer or the Consultants, as the case may be, and Parties means both of them;
- n) "PMC" means the Project Management Consultants.
- o) "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in section 4 **(TOR)** hereto;
- p) "PMC services" means Eligible Assignments
- q) "Eligible Assignment" means providing Project Management Consulting Services (PMC for execution of dredging works in Ports or in any waterway projects in India or Abroad.
- r) "Third Party" means any person or entity other than the Government, the Employer, the Consultants or a Sub-consultant.
- s) "Contract Sums" means gross amounts of consultant's original offer / bid in Indian Rupees with tax, duties, fees and other impositions as provided and referred in clause 1.26,& 3.6 inclusive of all cost, all types of subsoil investigation and environmental monitoring works if any.
- t) "Approved / approval" means the approval in writing.

### 3.2. **Relations between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Kamarajar Port Limited and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

### 3.3. **Language**

This Contract will be executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence should be in English language.

### 3.4. **Notices**

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person, sent by registered mail or facsimile to such Party at the address given in the Bid Document submitted.

**3.5. Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by Kamarajar Port Limited or the Consultants may be taken or executed by the authorized representative specified in the Bid Document.

**3.6. Taxes and Duties**

The Party shall pay all taxes, excluding service tax, levies, duties which they may be liable to pay to State Govt. of Tamil Nadu and Government of India or other authorities under any law for the time being in force in respect of or in accordance with the execution of work. The Party shall further be liable to pay such increase in the taxes (except as provided in this contract) levy duty etc. under the existing law or which may be liable as a result of introduction of any new law. Increase in taxes, levy, duty etc. or imposition of new taxes, levy, duty etc. shall not be ground or an excuse for not completing the Assignment within stipulated time nor a ground or an excuse for claiming any extra or additional costs nor a ground or an excuse for extension of time for completing the work. All such payments except as provided in this contract) to be made by the Party are deemed to have been included/ considered while quoting for the proposal. Service tax at the applicable rates shall be reimbursed as per actual after producing documentary evidence for payment.

The Employer shall reimburse any statutory increase in service tax and shall also proceed to recover any statutory decrease from the due payments to the Party. The rates of service tax for this determination shall be the rates as applicable on the due date for submission of the tender.

**3.7. Commencement, Completion and Termination of Contract****3.7.1. Effectiveness of Contract**

This Contract shall come into force within fifteen days from the date of issue Letter of Award or actual date of commencement of dredging work whichever is later and the same is subject to submission of Performance Guarantee and Signing of Agreement.

### 3.7.2. **Termination of Contract for Failure to Become Effective**

If this Contract has not become effective as per clause 2.13, the Kamarajar Port Limited can declare this contract to be null and void. The EMD is liable for forfeiture in such instance.

### 3.8. **Expiry of Contract**

Unless terminated earlier pursuant to clause 3.14 hereof, this Contract shall expire when the Services have been completed and it has been confirmed by Kamarajar Port Limited by issuing completion certificate at the end of **22 months** or such other time period as the Parties may agree in writing.

### 3.9. **Liquidated Damages**

In the event of the consultant failing during the contract period to provide the required services in all respects within the time specified or within the extended time that may be allowed by KPL as per the terms of the contract here of, the consultant shall pay or allow KPL to recover a sum equal to **0.5% per week** or part thereof on the total value of contract subject to **maximum of 10%** of the contract value as compensation for not fulfilling the contract conditions.

### 3.10. **Force Majeure**

#### (i) **Definition**

a) For the purpose of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, change in government rules/laws.

b) Force Majeure shall not include: (i) any event which is caused by the negligence or intentional action of a Party or such Party's sub-consultants or agents or employees, or (ii) any event which a diligent Party could reasonably have been expected to both: (A) take into account at the time of the conclusion of this Contract; and (B) avoid or overcome in the carrying out of its obligations hereunder.

c) If either Party is temporarily unable to meet any of its obligations under the Contract by reason of Force Majeure, and if such Party gives to the other Party notice of event within fourteen (14) days after its occurrence, such obligations of Party as it is unable to perform by reason of event shall be suspended for as long as the inability continues.

d) Neither Party shall be liable to the other Party for loss or damage sustained by such event arising from any event referred to (a) above or delays arising from such event.

(ii) **No Breach of Contract**

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of or default under this Contract so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

(iii) **Measures to be taken**

(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than **fourteen (14)** days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) **Extension of time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) Payments

During the period of their inability to perform the services as a result of an event of Force Majeure, the Consultants upon instructions by the Employer shall either a) demobilize,; or b) continue with the services to the extent possible, in which case the Consultants shall continue to be paid proportionately and on pro-rata basis, under the terms of this contract

(e) In the case of disagreement between the parties as to the existence or extent of Force Majeure, the matter shall be settled according to clause 3.28.6

(iv) Consultation

Not later than thirty **(30) days** after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

### **3.11. Suspension**

The Kamarajar Port Limited may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension: (i) shall specify the nature of the failure; and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty **(30) days** after receipt by the Consultants of such notice of suspension.

### **3.12. Entire Agreement**

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, a statement, representation, promise or agreement not set forth herein.

### **3.13. Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any bids for modification made by the other Party.

**3.14. Termination****3.14.1. By the Employer**

The Kamarajar Port Limited may, by not less than thirty (30) days written notice of termination to the Consultants to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this clause 3.14.1, terminate this Contract.

- (a) If the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to clause 3.11 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Kamarajar Port Limited may have subsequently approved in writing:
- (b) If the Consultant becomes insolvent or bankrupt or enter into any agreement with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultants fails to comply with any final decision reached as a result of arbitration proceeding pursuant to clause hereof.
- (d) If the Consultants submit to the Kamarajar Port Limited a statement which has a material effect on the rights, obligations or interests of the Kamarajar Port Limited and which the Consultants know to be false.
- (e) If the Kamarajar Port Limited, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultants, in the judgment of the Kamarajar Port Limited has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a Contract to the detriment of the Port, and includes collusive practice among Consultants (prior to or after submission of Bids) designed to establish prices at artificial non-competitive levels and to deprive the borrower of the benefits of free and open competition.

"Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in procurement process, or affect the execution of a contract

In case the Contract is terminated, the balance amount of advance fee if any, paid earlier shall be paid back by the Consultants to Kamarajar Port Limited within thirty (30) days of the termination letter, failing which the same shall be recovered by encashing the existing Bank Guarantee submitted by Consultants.

g) Measures to be taken by the Employer

The Employer may terminate the contract if it determines at any time that representatives of the Consultants were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation.

The employer may also sanction against the Consultants, including declaring the Consultants ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultants has, directly or through an agent, engaged in corrupt, fraudulent , collusive or coercive practices in competing for, or in executing, an Employer – financed contract.

h) Commissions and Fees

At any time of execution of this contract, the Consultants shall disclose any commission fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or

commission agent, the amount and currency, and the purpose of the commission or fee. The Port has no liability on this account

### **3.14.2. By the Consultants**

The Consultants may, by not less than thirty (30) days written notice to the Kamarajar Port Limited, such notice to be given after the occurrence of any of the events specified hereunder terminate this Contract:

- (a) If the Kamarajar Port Limited is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Kamarajar Port Limited of the Consultants notice specifying such breach;
- (b) If the Kamarajar Port Limited fails to pay any money due to Consultants pursuant to this Contract and not subject to dispute pursuant to clause 3.16 hereof within forty five (45) days after receiving written notice from Consultants that such payment is overdue.
- (c) If the Kamarajar Port Limited fails to comply with any final decision reached as a result of arbitration pursuant to clause 3.28.6 hereof.

OR

- (d) If, as a result of Force Majeure, the Consultants is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### **3.14.3. Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to clauses 3.14.1 & 3.14.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner. With respect to documents prepared by the Consultants and equipment and materials, if any, furnished by the Kamarajar Port Limited, the Consultant shall hand over the same to the Kamarajar Port Limited.

### **3.15. Payment upon Termination:**

Upon termination of this Contract pursuant to clauses 3.14.1 & 3.14.2 hereof, the Kamarajar Port Limited shall make the following payments to the Consultants after offsetting against these payments any amount that may be



due from the Consultants:

- (i) remuneration pursuant to clause-1.24 hereof for services satisfactorily performed prior to the effective date of termination.
- (ii) reimbursable expenditures pursuant to clause-1.24 hereof for expenditures actually incurred prior to the effective date of termination; and
- (iii) except in the case of termination pursuant to paragraphs (a) through (f) of clause 3.14.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract.

### **3.16. Disputes about events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (f) of clause 3.14.1 or in clause 3.14.2 hereof has occurred, such Party may, within forty five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to clause 3.28.6 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3.17. Obligations of the Consultants**

#### **3.17.1. Standard of performance**

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interest in any dealings with sub-consultants or Third Parties.

#### **3.17.2. Law governing services**

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any sub-consultants, as well as the Personnel and agents of the Consultants and any sub-consultants, comply with the Applicable Law. The Employer shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications respect such customs.

**3.18. Confidentially**

The Consultants, their sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Employer's business or operations without the prior written consent of the Employer.

**3.19. Liability of the consultants**

Limitation of the Consultants' Liability towards the Employer-

- (a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Employer's property, shall not be liable to the Employer
  - (i) for any indirect or consequential loss or damage; and
  - (ii) for any direct loss or damage that exceeds (A) the total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder, or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.
- (b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

**3.20. Insurance to be taken out by the consultants:**

The Consultants shall take out and maintain and shall make any sub-consultants to take out and maintain insurance at their own cost for their vehicle, instruments, manpower, etc. against the risks, and for the coverage as below-

- (a) Third Party Liability Insurance for the period of consultancy.
- (b) Employer's Liability and Workers' Compensation Insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as,

with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

- (c) Insurance against loss of or damage to:
  - (i) equipment purchased in whole or in part with funds provided under this Contract,
  - (ii) the Consultants' property used in the performance of the Services, and
  - (iii) any documents prepared by the Consultants in the performance of the Services.

### **3.21. Consultant's actions requiring employer's prior approval**

The Consultant shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering into a sub-contract for the performance of any part of the Services, it being understood (i) that the selection of the sub-consultant and the terms and conditions of the sub-contract shall have been approved in writing by the Employer prior to the execution of the sub-contract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the sub-consultant and its Personnel pursuant to this Contract;
- (b) any other action objectionable to the Employer.

### **3.22. Reporting obligations**

The Consultants shall submit to the Employer the reports and documents specified in **ToR** hereto, in the form, in the numbers and within the time periods set forth in the said **ToR**.

### **3.23. Documents prepared by the consultants to be the property of employer**

All plans, drawings, specifications, reports and other documents (including soft-copies) prepared by the Consultants and sub-consultants in performing the Services shall become and remain the property of the Employer, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Consultants may retain a copy of such documents. The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer.

### **3.24. Consultant's Personnel**

#### **3.24.1. General**

The Consultants shall employ and provide such qualified and experienced Personnel to carry out the Services. The Consultant shall provide personnel comprising of Technical Expert with knowledge of latest Dredging techniques, Environmental Expert and Techno-legal expert. The tentative qualification and experience of key personnel required during execution of work shall be specified for evaluating the Proposal.

#### **3.24.2. Description of personnel**

- (a) The titles, job descriptions, minimum qualification etc., of each of the Consultant's On-site Key Personnel and other Support Staff shall be given in **Form 8 and 8 (a) as per Clause 3.27.**
- (b) If additional work is required beyond the said contract period specified in Terms of reference the estimated periods of engagement of Key Personnel set forth may be increased by agreement in writing between the Employer and the Consultants.

### **3.25. Approval of personnel**

The Key Personnel and Sub-consultants listed by title as well as by name shall be approved by the Employer. In respect of other support Staff which the Consultant propose to use in carrying out the Services, the Consultants shall submit to the Employer for review and approval a copy of their bio data.

### **3.26. Removal and/or replacement of personnel**

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications. However, during the tenure of the contract, one (1) time only allowed for change in Key Personnel.
- (b) If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Employer's written request specifying the grounds there for, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.

**3.27. Responsibilities of Key personnel****Team leader/ Project Manager**

Educational Qualifications	Minimum qualification of Bachelor Degree in Civil engineering or Dredger Master grade I Certificate of competency issued by Govt. of India
Essential Experience	Minimum 10 years of experience in dredging works of Employment either with contractor or consultant or Client. He shall have proven track record of handling major dredging projects and shall have knowledge of latest dredging techniques available.
Job responsibilities	He will be responsible for the overall performance and administration of the Consultant's Team at the Project Site
Minimum time required on Site	22 man months covering the contract period.

**QA / QC Engineer**

Educational Qualifications	Shall have a degree in the field of civil engineering / geology
Essential Experience	minimum of 5 years of experience in the relevant field
Job responsibilities	He will be responsible for QA / QC works of the Project.
Minimum time required on Site	22 man months covering the contract period.

**Environmental / Health & Safety Engineer**

Educational Qualifications	Qualification of Degree in Environment Science or B.E. (Civil) or equivalent
Essential Experience	5 years experience in Environment related projects
Job responsibilities	He will be responsible for the Environmental / Health & Safety issues related to the Project.
Minimum time required on Site	20 man months covering the contract period.

**Field Engineer / Marine Surveyor**

Educational Qualifications	shall have degree / diploma in Civil / Marine engineering
Essential Experience	<p>For Field Engineers : 3 years of experience in the field of dredging or any port / infrastructure projects in case of degree holders</p> <p>or</p> <p>5 years of experience in the field of dredging or any port / infrastructure projects in case of diploma holders</p> <p>For Marine Surveyors : 3 years of experience in Marine / Hydrographic Surveying at any port / infrastructure projects in case of degree holders</p> <p>or</p> <p>5 years of experience in Marine / Hydrographic Surveying at any port / infrastructure projects in case of diploma holders</p>
Job responsibilities	shall have to work in three shifts, round the clock on all days for supervision of the dredging and reclamation works. One of the persons must be a qualified Hydrographic surveyor/ Marine Surveyor.
Minimum time required on Site	<p>3 Nos. of Field Engineer/ marine Surveyor shall be posted in dredger on 2 shift basis.</p> <p>3 Nos. of Field Engineer/ marine Surveyor shall be posted in dumping site on 3 shift basis.</p> <p>2 Nos. of Field Engineer/ marine Surveyor shall be posted for monitoring the dredger activity on day shift basis are posted in Dredger/ dumping site on need basis.</p>
Minimum time required on Site	22 man months covering the contract period.

**Draughtsman**

Educational Qualifications	Diploma / degree holder in Civil Engineering with CAD knowledge
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Essential Experience	minimum 3 years experience in Civil Engineering works
Job responsibilities	He will be responsible for the preparation of charts and drawings in connection with the dredging works.
Minimum time required on Site	22 man months covering the contract periods

**Clerical Staff**

Educational Qualifications	shall be a graduate holding degree of any discipline from a recognized university with Computer Knowledge (desirable)
Essential Experience	Minimum 2 years experience in Office and Administrative works
Job responsibilities	He will be responsible for maintenance of records and office and administrative works
Minimum time required on Site	20 man months covering the contract period.

The major tasks for the Team Leader shall include but not limited to the following:

1. Establishment of Site offices and assist in establishment of Laboratories;
2. Assist the Employer with the Review of the Contractors' securities, insurance and safety plans;
3. Scrutiny of the Contractor's work programme, and scheme for the deployment of plant, equipment and machinery for approval of the General Manager (Operations);
4. Assist the Employer/ General Manager (Operations) in the interpretation of provisions in the Contract documents and technical specification;
5. Assist the Employer/ General Manager (Operations) in handing over the site and issuing order to commence the works;
6. Liaisoning with the local authorities for shifting of utilities wherever required;
7. Review, approve and issue detailed drawings to the Contractor;
8. Approve the working drawings prepared by the Contractor
9. Regular supervision of works;
10. Evolve and implement Quantity and Quality Control procedures;
11. Evolve criteria for the acceptance of works;

12. Prepare and issue variation orders after the approval of the Employer;
13. Assist the Employer in the evaluation of Contractor's claims;
14. Verify and certify Contractor's Interim Certificates and bills for approval of General Manager (Operations);
15. Assist the General Manager (Operations) in monitoring Physical and Financial Progress of the works;
16. Prepare quarterly project budgets and estimates;
17. Assist KPL in conducting monthly progress meetings;
18. Compile monthly progress reports and prepare Quarterly Reports;
19. Strictly monitor the progress of work for timely completion of the project.
20. Verify and certify Contractor's Statements at completion;
21. Prepare Project Completion Report;
22. Time schedule and management of Team's resources; and
23. Advising the Employer / General Manager (Operations) in all matter related to the progress of works, with particular reference to delays, possible reasons and mitigating measures.

### **3.28. Obligations of the Employer**

#### **3.28.1. Services, facilities and property of the employer**

Subject to availability, space for office accommodation / site office and services like power supply and water supply will be provided on chargeable basis as per KPL Scale of Rates, Port entry passes for the men and material could be provided on request of the Consultant on chargeable basis as per KPL Scale of Rates. All other facilities like furniture, interiors, office equipment, air-conditioner, stationery, communication facilities, and vehicles shall be arranged by consultant. Consultant's financial proposal deemed to include expenditure involved for arranging such facilities.

#### **3.28.2. Payment to the Consultants**

- 3.28.2.1. In consideration of the Services performed by the Consultants under this Contract, the Kamarajar Port Limited shall make to the Consultants eligible payments and in such manner as is provided by clause 1.24 of this Contract.
- a) Payment shall be made to the Bank directly as per the details given in E-Payment Form (**Section - 6**) of this tender document.
  - b) During the dredging work, if the dredging quantity exceeds the prescribed quantity, the consultant shall not claim any extra amount, to the excess



quantity, the payment will be made as per BOQ only.

### **3.28.2.2. Remuneration towards Performance of Assignment by the Consultant**

- a) The Employer shall pay consultancy fees in Indian Rupees only as per terms and conditions of accepted "Financial Proposal" against invoices of the Consultant.
- b) The monthly payment will be made of the accepted man month rates as per actual deployment of Personnel duly certified by employer or his representative.
- c) In case the contract is extended / reduced for reasons not attributed to PMC, the payment per month in the extended / reduced period shall be made based on accepted man month rates and actual deployment of staff..
- d) In case of contract extended due to reasons attributed to PMC, the payment per month in the extended period shall not be made; however, entire staff as per requirement decided by the Employer to complete the work shall continue to be provided by PMC. In case consultant fails to deploy such personnel the equivalent amount will be recovered from performance security deposit or any other sums due to the consultants.
- e) In the event of termination of construction contract or removal of contractor, no further payment beyond 15 days shall be made to the Consultant, till it is decided by the Employer, if the services of the Consultant/personnel are required and in which case the entire situation shall be reviewed including further deployment of consultant's staff etc.

3.28.2.3. a) Remuneration shall be determined on the basis of time spent by the personnel listed in the Staffing Schedule in performance of the Services after the Effective Date at the rates specified in "Bill of Quantities", in respect of the personnel.

- b) Remuneration for periods of less than one month shall be calculated on a calendar day basis for the time spent in the field for part of the month. The personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave. The, Consultant's, remuneration shall, be deemed to cover these items. Any taking of leave, by personnel shall, be subject to the prior approval of the Employer and the Consultant shall ensure that absence for leave purpose will not delay the progress and adequate supervision of the Services. The period for which the Consultant's personnel will be on leave shall not be charged on the bill and the bill must be accompanied with

the attendance record for the period. The work of the personnel of the Consultants will have to be adjusted for proper supervision at all times when the work is in progress, without any over time according to the requirement at site. If any person of consultant is on a continuous leave exceeding 3 days, suitable substitute person shall be arranged for the leave period. The substitute person should be equal to or better qualified than the designated person. The substitute is only for the temporary leave period of the designated personnel

- c) PMC personnel are entitled to avail the list of Port holidays declared by KPL apart from weekly holidays and also can avail 12 days leave per annum for which no deduction in the remuneration will be made. However, leave should be availed with prior approval of employer. For absence of any of the individual Key Personnel, other than the permitted holidays / leave proportionate deduction in the monthly payments will be made in by the employer.

3.28.2.4. (a) Payments to be made by the Employer hereunder shall be strictly subject to, and representative of, satisfactory progress achieved by the Consultant.

- (b) The Consultant shall, on a monthly basis, submit to the Employer, in a format acceptable to the Employer, a report stating personnel movements, inputs in the previous month compared to those shown in the Staffing Schedule. In the event the forecast of progress as anticipated in Staffing Schedule is substantially changed due to variations pursuant to Clause 3.28.3 of this section, the Consultant may request the Employer to revise the Payment Schedule specified in BOQ to reflect such change.

- (c) As soon as practicable and not later than (15) fifteen days after the end of each calendar month during the period of the Services, the Consultant shall submit to the Employer, in duplicate, itemized statements, accompanied by receipted invoices,, vouchers if any and, other appropriate supporting materials including the attendance record, for the period., of the amounts payable to the consultant for such month. Each such separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to Provision and maintenance of temporary site office

3.28.2.5. As soon as practicable after the completion of the Services or termination of the Contract, the Consultant shall submit to the Employer the Final Statement of

Eligible, Costs incurred,, with vouchers and, other appropriate supporting documents for items referred to in BOQ. The statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable Maintenance of Office

3.28.2.6. Final payment pursuant to BOQ shall be made by the Employer only after the Final Statement and the Final Report have been submitted by the Consultant and approved by the Employer. The Consultant shall submit the Final Statement to the Employer within 120 calendar days of the date of approval by the Employer of the Final Report. All costs, which have not been included in the Final Statement will not be paid or reimbursed. Should any discrepancy be found to exist between the actual payments made by the Employer and the costs authorized to be incurred by the Consultant pursuant to this Contract, the final payment shall be adjusted by the Employer to reflect such discrepancy. The Consultant shall reimburse any amount that the Employer has paid or caused to be paid in accordance with this Section in excess of the costs actually incurred to the Employer within 3 days after receipt by the Consultant of notice thereof.

3.28.2.7 Employer shall pay to the Consultants the amounts claimed within twenty one (21) calendar days after receipt of satisfactory statements and supporting documents. The Employer may add to or subtract from any subsequent payment any amount to cover the difference between the amount paid and the cost authorized to be incurred.

3.28.2.8 Payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

3.28.2.9 Payments shall be made in accordance with Clause 1.24 No interest is admissible on outstanding amounts by the Employer.

3.28.2.10 Remuneration and Reimbursable Expenditures

It is understood that the fee quoted by Consultants cover (i) such salaries and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges and overhead, and (ii) the cost of back supporting by home office staff not included in the Personnel listed and (iii) the Consultants' fee, (iv) bonuses or other means of profit-sharing, if any, and (v) all

other expenditure involved in providing the services as per the agreement which are not specifically stated herein above.

### **3.28.3. Variations and adjustments**

**The variation quantity in the Man power supply for dredging supervision is (+/-) 30%.** The Variations may be initiated by KPL at any time prior to issuing the Taking-Over Certificate for the dredging Works. The variation depends up on the requirement of manpower at the time of extension of dredging contract, which may either be by an instruction or by a request for the Consultant to submit a proposal. The Consultant shall not make any changes in man power and/or modification, unless and until KPL instructs or approves a Variation. The quoted rate is valid for the variation limit (+/-) 30%.

### **3.28.4. Fairness and Good Faith**

#### **3.28.4.1. Good Faith**

The Parties undertake to act in good faith with respect to each other's right under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

#### **3.28.4.2. Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with clause 3.28.6 thereof

### **3.28.5. Security of the Site**

Unless otherwise stated

- (a) the Consultant shall be responsible for keeping unauthorized persons off the Site, and
- (b) authorized persons shall be limited to the Contractor's Personnel and the

Employer's Personnel; and to any other personnel notified to the Consultant, by the Employer, as authorized personnel of the Employer's other contractors on the Site.

- (c) The consultant shall obtain port entry permits for their employees by paying required entry fee.

### **3.28.6. Settlement of dispute**

#### **3.28.6.1. Amicable settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Agreement or the interpretation thereof.

#### **3.28.6.2. Dispute resolution**

- a. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to the Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 3.28.6.3. below.
- b. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of the Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

#### **3.28.6.3. Conciliation**

In the event of any Dispute between the Parties, either Party may call upon Chairman and Managing Director of KPL and the Chairman / MD of Consultant firm or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 3.28.6.2 (a) or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 3.28.6.4.

#### **3.28.6.4. Arbitration**

- a. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 3.28.6.3., shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 3.28.6.4. (b). Such arbitration shall be held in accordance with the Rules of Arbitration of the

International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Chennai and the language of arbitration proceedings shall be English.

- b. There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- c. The arbitrators shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Clause 3.28.6 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- d. The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated

**SECTION 4**  
**TERMS OF REFERENCE**

**4. TERMS OF REFERENCE (TOR)**

**4.1. Objectives of assignment**

The aim of this consultancy service is to provide qualitative technical and administrative services for implementation and management of the capital dredging project.

**4.2. Project Management Consultant Framework**

The main feature of Project Management Consultant Framework formulated for the execution of the proposed project capital dredging Phase – IV are:

- i. The Kamarajar Port Ltd. will administer the project. As a representative of Board of Directors of KPL, acting through its Chairman-cum-Managing Director, General Manager (CS & BD) of the Port or any other Officers so nominated by the Board will administer the project.
- ii. To administer the Contracts under the Project, KPL will be the contractual employer and General Manager (Operations) will act on behalf of the 'Employer'.
- iii. The Consultant shall be the 'Engineer' for the project. The "Engineer for the Project" shall make the necessary measurements and control the quality of works and shall make all engineering decisions required during the implementation of the Contract. **However, the Engineer shall seek prior approval of the Employer with regard to the following:**
  - a. Variation order with financial implications.
  - b. Variations in work quantities which attract for fixation of rates.
  - c. Sanction of additional items, sums or costs and variations of rates and prices.
  - d. Approve the subletting of any part of works
  - e. Approve any extension of contractual time limits
  - f. Stopping and/or termination of the Contract for Works

### **4.3. Scope of consultancy services**

The scope of project management consultancy services shall include but not necessarily be limited to the following activities:-

#### **4.3.1. Detailed Engineering and Administration**

- a. Consultant shall study the relevant reports on various studies available with the Employer.
- b. Consultant shall scrutinize the dredging methods and dredging activity proposed by the contractor, keeping in view, berth construction plan to ensure that these are satisfactory with particular reference to the technical requirements, project implementation schedule and environmental aspect as well as safety of works, personnel and the general public.
- c. Consultant shall prepare detailed implementation methodology including but not limited to, co-ordination procedure with Employer and contractor/vender taking into account, it is an operating port.
- d. To administer and manage the project.
- e. Scrutinize the Contractor's detailed work programme, suggest modifications, if any, in the work programme after a careful study keeping in view the overall interest of the project and recommend the same for approval of the employer
- f. Scrutinize Contractor's superintendence, personnel and suggest modifications, if any.
- g. Initiate advance actions for handing over of site and timely issue of drawings
- h. Actual setting out data and issue the same for execution.
- i. Scrutinize and approve the Contractors charts and drawings as required for execution



- j. Certify, “as executed drawings/charts” for each component furnished by the contractor
- k. Review and ensure conformity of contractor’s securities in approved format
- l. The consultant shall provide technical assistance and furnish information as may be required by the employer in connection with audit comments and queries from Central Vigilance Commission, Government of India and any other statutory bodies etc
- m. Consultants shall Prepare and monitor Project network, bar chart, monthly progress report format, purchase procedure, import and export formalities, custom clearances, etc. Consultant shall also prepare implementation package based on the approval

#### 4.3.2. Man power deployment Schedule

The following minimum man power is required to be available at site of work excluding office staff / sub staff during execution of contract of dredging project.

Sl. no.	Description	Number
1)	Team Leader / Project Manager	Responsible for dredging and post dredging works : 1 Person
2)	QA/QC and Environmental / Health & Safety Engineer	Dredging time : 2 Persons Post Dredging: 1 Person
3)	Field Engineers/Hydrographic surveyor in three shifts to work on all days on board the dredgers and at reclamation site	During Dredging time : 8 Persons Post Dredging: 3 Persons
4)	Draughtsman	Dredging and post Dredging time : 1 Person

**Note:**

- (i) ***The Consultant shall deploy additional key personnel / expert and other support staff, as required for effective, efficient and timely execution of the assignment as per TOR at no extra cost.***
- (ii) ***Deployment of staff at site shall be made with prior approval of Employer.***

#### 4.3.3. Dredging Supervision

- (a) Carry out detailed checking and verification of the setting-out data available with Employer like bathymetric charts, seismic profiles, soil investigation reports and model studies reports to ensure conformity with the working drawings for execution.
- (b) Carry out regular inspection of the Contractor's dredger, equipment, plant, machinery, installations, housing, medical facilities, etc. and ensure they are adequate and are in accordance with the terms and conditions of the Contract in respect of all complying with statutory requirements pertaining to navigation, labour, insurance and any other requirements imposed by the statutory bodies time to time.
- (c) Direct the Contractor to carry out all such works or to do all such things as may be necessary to avoid or to reduce the risk in case of any emergency affecting the safety of life or of the works or of the adjoining property and advise the Employer thereof as soon thereafter as is reasonably practicable
- (d) Supervise the Contractor in all matters concerning the safety and care of the work including environmental aspects and labour welfare.
- (e) Inspect the Works on substantial Completion before taking over and indicate to the Director (Operation) any outstanding work to be carried out by the Contractor before issue of completion certificate by the Employer.
- (f) The dredging in front of berths shall be closely monitored. The consultants shall ensure that no structural members shall be damaged by the contractor during execution. Any modifications in respect of dredging in front of berths shall be recommended and implemented with intimation to the Employer.
- (g) Checking and ensuring that the dredged spoil is being dumped at designated dumping grounds.
- (h) Supervision and checking of re-positioning of the existing navigational aids in order to have safe navigation during execution and suggest modifications, if any. Consultant shall finalise the locations of proposed navigational aids with Supervision if required.
- (i) On completion of capital dredging work, before issuing of completion

certificate to the Contractor, consultant shall provide to the Employer, photographs, detailed calculations, specifications of equipment installed, etc. and obtain certificate from Employer in respect of satisfactory completion of work.

#### **4.3.4. Testing of material and works**

- a. Evolve and implement a system for the quality assurance of the works and acceptance criteria. The sampling methods and the acceptance criteria shall be as per the international practices.
- b. Inspect the performance of works with regard to workmanship and compliance with the specifications, order/supervise/perform tests on materials and/or work and approve/disapprove the Contractor's plant and equipment.
- c. Associate with the work tests being carried out by the Contractor and suggest the Contractor to undertake additional tests as necessary to assess the nature of dredged material.
- d. Carry out comprehensive technical supervision of the works to ensure their quality and conformity with the standards and specifications as per contract. Consultants shall assess and check the laboratory and field tests carried out by the Contractor to establish their nature of dredged material
- e. In the event, any dredged material is not dumped in designated location, the Consultant shall initiate actions for removal of such material and initiate actions so that such cases do not recur.
- f. Maintain a permanent record of all measurements for the work quantities to be paid for and the results of all tests carried out for monitoring the quality of works.

#### **4.3.5. Measurement and payment**

- i Identification of the area dredged and associating with the test of soil samples being carried out by contractor at approved laboratories.
- ii Associate with Hydrographical survey being carried out by contractor/KPL/third party for the field measurement of completed works and quantities of materials incorporated in the work and maintain

- up to date book containing such computations.
- iii Maintain up to date records of remaining quantities to be dredged in the work and monitor the expected project cost based upon the remaining quantities. General records of all labour, insurances, labour licenses, security passes issued for the contractor's workers, wage rates paid by the contractor shall be maintained.
  - iv Check and certify all requests for advances, all monthly bills, interim bills, escalation bills and final bill of the contractor.
  - v scrutinize and advise Employer upon the claims raised by the contractor if any
  - vi Advise Employer during arbitration proceedings if any
  - vii Plan and monitor expected payment schedule for the entire project for arrangement of cash flow from employer in order to avoid hindrance to the project.

#### **4.3.6. Progress of work**

- i Implement a system for monitoring the progress of work based on the computer based project management techniques
- ii Systematically check the progress of work.
- iii Maintain up to date status of all the dredging activities and other allied works against the original schedule for completion of work.
- iv Shall investigate and initiate early actions with regard to the delays in the execution of works. The Team Leader of the Consultant's Supervision Team shall explain in his monthly progress and special reports the reasons for delays and explain the actions to be taken/already taken to correct the situation. All reports prepared by the Consultant's Team shall be objective and shall substantiate any event/recommendation with factual data and information. The Progress Reports shall contain the pertinent data in chart form and shall clearly bring out the comparison between the projected and the actual work done using "S" curves and/or any other widely accepted superior methods of representation.

#### **4.3.7. Expected inputs**

The implementation of the Project shall be planned in such a way to complete in all respects within the time schedule of **22 months**. The composition for the Supervision Team shall be as per **clause 3.27** with designation of person and no. of persons.

#### **4.3.8. Facilities to be arranged by the consultant**

The Consultants shall make their own arrangements for transport (vehicle) at the project site. The Consultants shall provide all facilities, equipment (engineering and office), transport, supplies, computer hardware and peripherals, computer software, communication system (telephone, fax, e-mail / Internet) and support staff which they consider to carry out the services and the cost of which shall be taken into accordingly while submitting the price bid. After completion of the contract, all articles deployed by the Consultant shall remain as their property.

#### **4.4. Reports**

##### **4.4.1. Types of reports**

All reports and documents prepared by the Consultants shall be professional, precise and objective. The report formats shall be finalized in Consultation with the Employer officials. The Consultants shall provide one copy / set of each of the following document & reports to KPL:

- i. Commencement Report within 30 days after commencement of Services;
- ii. Supervision Manual within 30 days after Commencement of Services;
- iii. Quality Assurance (QA) Document - 30 days after Commencement of Services;
- iv. Monthly Progress Report by the 10<sup>th</sup> day of every month;
- v. Quarterly Progress Report by the 10<sup>th</sup> day of the month of submission; and,
- vi. Final Report at the completion of services.

##### **4.4.2. Commencement report**

The Commencement Report shall contain the details of all meetings held with the Employer and the Contractor and decisions taken therein, the resources mobilized by the Consultants as well as the Contractor and the Consultant's perception in the management and supervision of the project. The report shall also include the work Programme and resource mobilization for the project.

##### **4.4.3. Supervision manual**

The primary objective of the Supervision Manual will be to evolve guidelines for administration, supervision and management of the project. Such a manual is not intended to be a contractual document nor is it to take precedence over the specifications. The Manual will merely act as guide and reference to the various staff in the management and supervision of the project in discharging their duties in a smooth and systematic manner

#### **4.4.4. Progress report**

The Progress Reports (Monthly and Quarterly) shall contain details of all meetings, decisions taken therein, mobilization of resources (Consultant's and the Contractor's), physical and financial progress and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any, reasons for such delay(s) and the recommendations for corrective measures. The Report shall also contain the performance data for Contractor's plant and equipment.

#### **4.5. Coordination of Consultant**

- i. Periodic on site meetings:** The Consultant shall attend meetings at Project Site / Port whenever considered necessary and called for by the Employer's representative to discuss issues connected with the Contract management
- ii. Government level meetings :** The Senior representative of the Consultant shall also attend, if directed by the Employer, any meetings that may be called for by the Ministry of Shipping, New Delhi to review the progress of the project

#### **4.6. Deliverables**

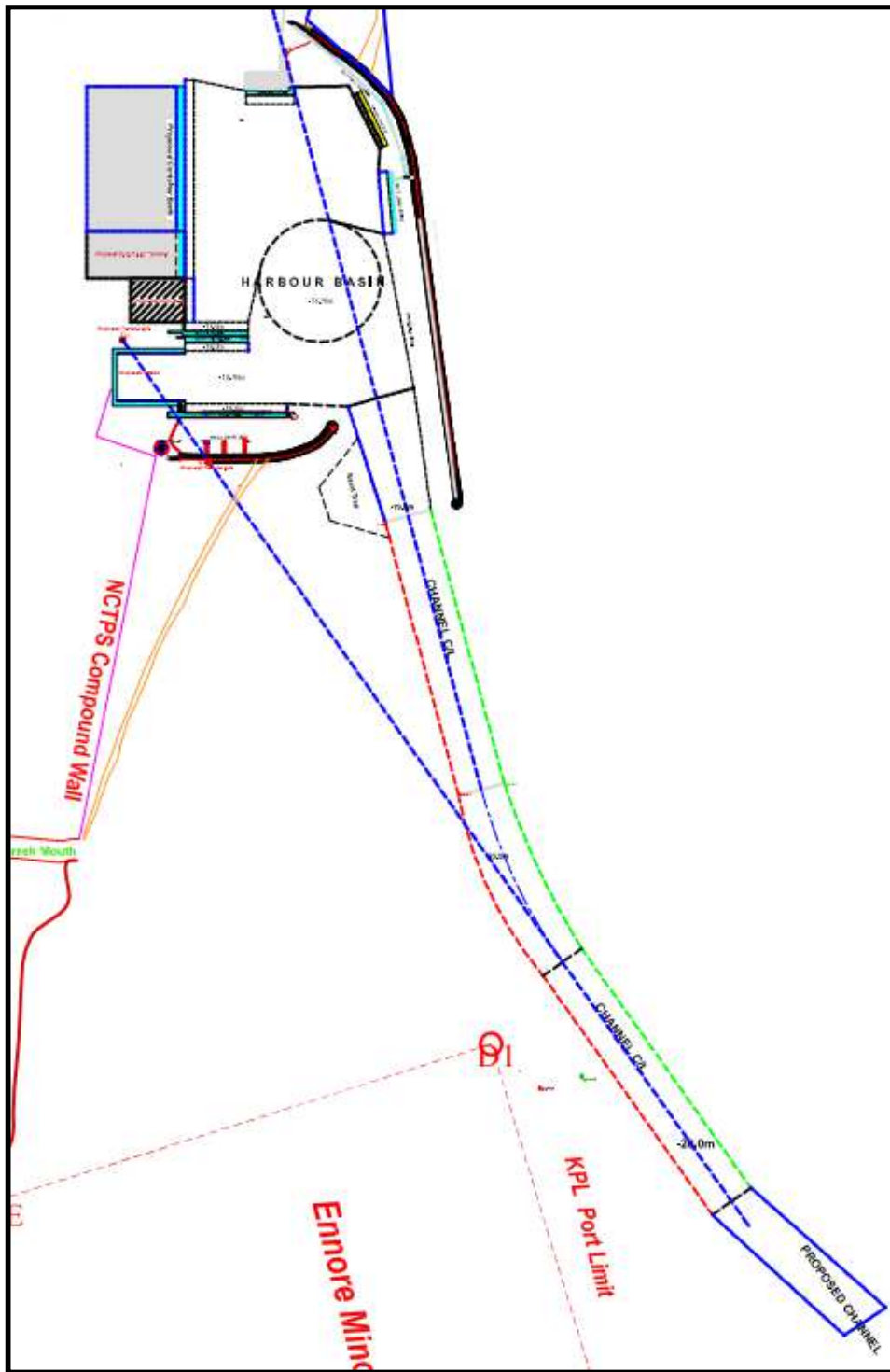
- i) Pre hydrographic report and charts duly verified (both in hard and soft copies)
- ii) All registers and records of dredging work execution
- iii) Intermediate hydrographic survey charts and quantity of dredging thereof duly verified
- iv) Post hydrographic survey report and charts duly verified (both in hard and soft copies).
- v) Final quantity statement of dredging duly verified (both in hard and soft copies)

#### **4.7. Dredging Tender document**

The Employer will provide the tender document for the Capital Dredging Phase IV to the tenderer (PMC tenderer) for clear understanding of Scope of Work.

SECTION - 5

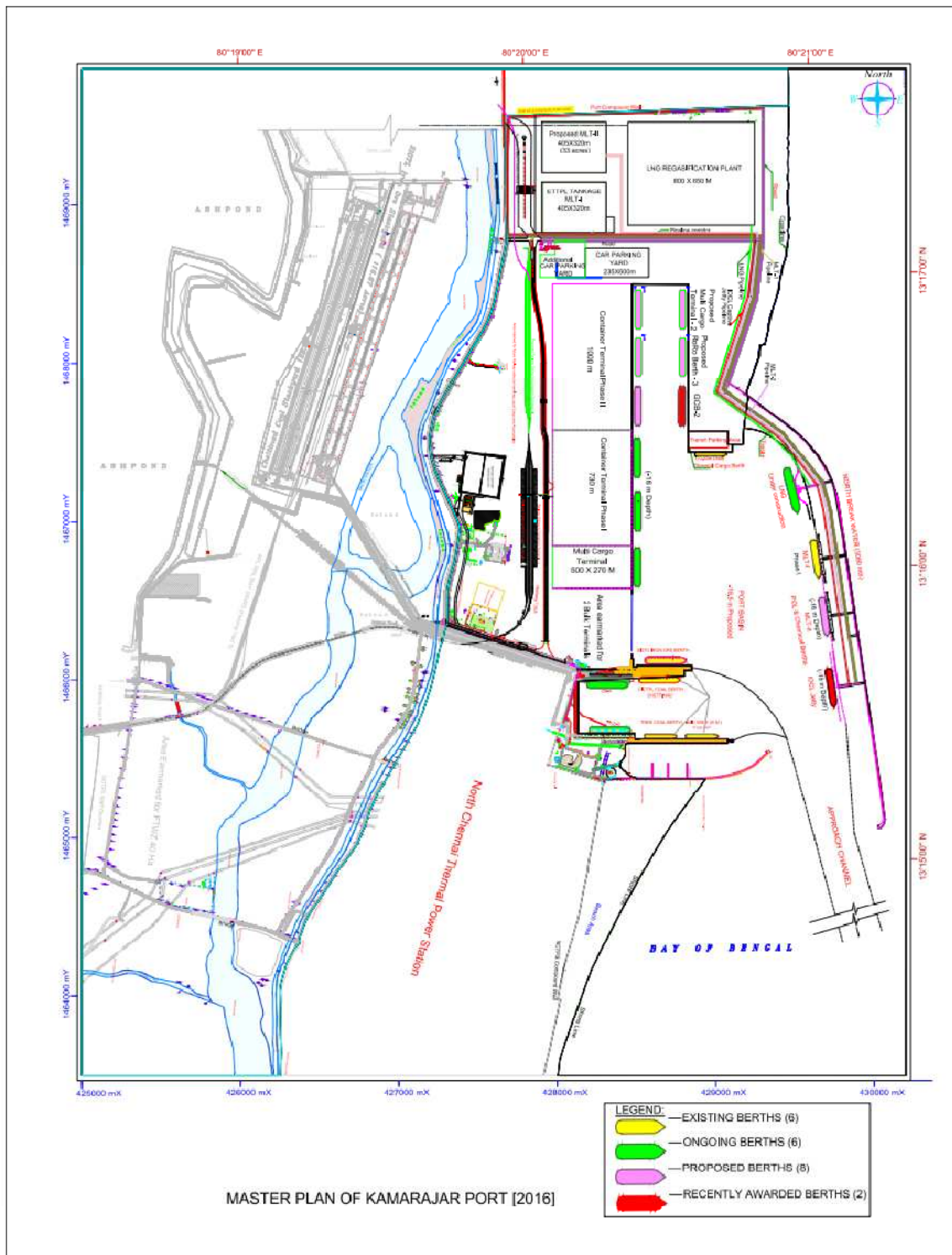
A. DRAWING-1 (SHOWING THE BERTHS FOR PROPOSED DREDGING LOCATION)





SECTION - 5

B. DRAWING-2 (Master Plan of Kamarajar Port)



**SECTION -6****E-Payment****6. E-PAYMENT - Payments of Consultant's bills through Banks:-**

Payments due to the Consultant may, if so desired by him be made to the bank instead of direct to him, provided that the consultant furnishes to the General Manager (CS & BD) (1) **an authorization in the form** of a legally valid document such as a **power of attorney** conferring authority on the bank to receive payments and (2) his own acceptance of the correctness of the account made out as being due to him by employer or his signature on the bill or other claim preferred against employer before settlement by the General Manager (CS & BD) of the account or claim by payment to the Bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment the consultant should, wherever possible present his bills duly received and discharged through his bankers. Nothing here in contained shall operate to create in favour of the date on which e-payment to the consultant by the employer will be considered as the date of payment for all purposes. Delay in making such payments by the employer due to exceptional circumstances shall not nullify or vitiate in any way or other the conditions of the contract and the consultant shall have no claim on this account.

The Engineers may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and shall have power to withhold any certificate if the work or any part thereof is not being carried out to his satisfaction. Balance payment will be released on completion of work to the satisfaction of Engineer's Representatives. No claim will be entertained by the Port in this account.

The arrangements designed to work are as follows:

- a. The amount due to the payee will be intimated to the port Bankers in the form of Electronic messages.
- b. The Bank will arrange to credit the amount to the parties account through electronic transfer failing which by other modes as detailed further.
3. If the payee's account is with any of the computerized & net worked branches of the above named Banks, the amount due to the payee will be credited to the payee instantly without payment of Bank charges.

4. In all other cases, payment will be arranged through Banker's Cheque / DDs by the Authority through "speed post" or "courier service". For this the bank charges at the appropriate rates will be payable by the payee.

**E- PAYMENT FORM**

To

The General Manager (Finance),

Kamarajar Port Limited

Chennai - 600120.

Through General Manager (CS & BD)

Sir,

We hereby give particulars for payment of the Works bill / Advance etc

Sl.No	Particulars	
1	Name of the consultant	
2	Address of the consultant	
3	Name of the work for which payment is made	
4	Agreement dated :	
	Work order No.	
5	Name of the bank in which consultant operating	
	account.	
6	Address of the Bank	
7	Branch Code No	
8	Type of Account ( Whether SB A/c or Current A/c )	
9	Account No :	
10	PAN No.	
11	Service Tax Registration No.	

Yours Sincerely

(Signature of Authorized representative of consultant)

**SECTION - 7**

**FORM-1**

**BID SUBMISSION LETTER**

(On the Letter head of the Bidder)

Ref No.

Date: \_\_\_\_\_

To

The General Manager (CS & BD)

Kamarajar Port Limited,

Vallur,

Chennai - 600 120

Sub.: **Tender for Project Management Consultancy Services for Capital Dredging Phase-IV at Kamarajar Port Limited.**

Sir,

Being duly authorized to represent and act on behalf of ..... (here in after referred to as "the Bidder") and having reviewed and fully understood all the requirements of the Bid documents and information provided, the undersigned hereby apply for the assignment referred above.

I/We have uploaded all the relevant documents as stipulated in the Tender document.

I/We hereby undertake that I/we have not made any changes in the uploaded tender document

This offer is valid for a period of 180 days from Bid Due Date.

.....

Signature

(Authorised Signatory)

**FORM-2****PARTICULARS OF THE APPLICANT**

1.	Title of Consultancy:
2.	Title of Project:
3.	<p>State the following:</p> <p>Name of Company or Firm:</p> <p>Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Service Tax Registration, PF and ESI registration and Professional Tax Registration details:</p> <p>Brief description of the Company including details of its main lines of business</p> <p>Name, designation, address and phone numbers of authorised signatory of the Applicant:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.: Fax No. :</p> <p>E-mail address:</p>
4.	(i)
5.	<p>For the Applicant, state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India? Yes/No</p> <p>If yes, provide the office address(es) in India.</p> <p>(ii) Has the Applicant been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>(iii) Has the Applicant ever failed to complete any work awarded to it by any</p>

	public authority/entity in last five years? <p style="text-align: right;">Yes/No</p>
(iv)	Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years? <p style="text-align: right;">Yes/No</p>
(v)	Has the Applicant suffered bankruptcy/insolvency in the last five years? <p style="text-align: right;">Yes/No</p>
<p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment. (Signature, name and designation of the authorised signatory)</p>	
<p>For and on behalf of .....</p>	

**FORM -3**

**FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY OF THE  
FIRM  
POWER OF ATTORNEY\***

*(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)*

Know all men by these presents, we ..... (name of firm with address of the registered office) ..... do hereby constitute, appoint and authorise Mr./Ms. ....(name) ....., who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to “Project Management Consultancy Services for Capital Dredging Phase-IV for providing deep draft at Kamarajar Port Ltd” including signing and submission of all documents and providing information/responses to General Manager (CS & BD), KPL, Chennai, representing us in all matters, dealing with KPL in all matters in connection with our bid for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated ..... day of ..... 2017.

(Signature of authorised Signatory)

.....

(Signature and Name in Block letters of Signatory)

Seal of Company



Witness

Witness 1:

Witness 2:

Name:

Name:

Address:

Address:

Occupation:

Occupation:

*\*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.*

**FORM - 4****Financial Capacity of the Applicant**

in Lakhs Rupees

Sl. no.	Particulars	Financial Turnover
1	2013-2014	
2	2014-2015	
3	2015-2016	
	Average of 3 years	

**Note:**

*Bidder shall submit the copy of the Audited Balance Sheets/Profit & Loss Accounts of their firm/s for the last three- years as required in eligibility criteria.*

DATE:

TENDERER'S SIGNATURE WITH SEAL

**Abstract of Eligible Assignments of the Applicant<sup>4</sup>**  
**WORKS EXECUTED DURING LAST SEVEN (7) YEARS**  
 (Refer clause 1.8)

S.No.	Name of Project	Name of Client	Estimated Capital cost of Dredging Project undertaken by the Applicant (in Rs. Crore/US\$ million)	Value of the PMC <sup>5a</sup> services undertaken by the Applicant (in Rs. Crore)
(1)	(2)	(3)	(4)	(5)
1				
2				

*The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-6.*

**Certificate from the Statutory Auditor<sup>5</sup>**

**(On the letterhead of the Statutory Auditor)**

This is to certify that the information contained in Column 5 above is correct as per the accounts / records of the Applicant and/or the clients.

Name of the audit firm:

Seal of the audit firm:

Date:

[Signature, name and designation of the authorized signatory)

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

<sup>4</sup> The Applicant should provide details of only those projects that have been undertaken by it under its own name

<sup>5a</sup> Exchange rate should be taken as Rs.65 per US \$ for conversion to rupees

<sup>5</sup> In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

**Eligible Assignments of Applicant**  
**WORKS EXECUTED [Completed] DURING LAST SEVEN (7) YEARS**  
 (Refer clause 1.8)

1	Name of the Applicant	
2	Name of the Project	
3	Brief description of the Project	
4	Description of services performed by the Applicant firm including volume of dredging	
5	Name of client and Address: (Indicate whether public or private entity)	
6	Name, telephone no. and fax no. of client's representative	
7	Estimated capital cost of Dredging Project (in Rs. crore or US\$ million)	
8	Value of PMC services undertaken by the Applicant (in Rs. crore)	
9	Start date and finish date of PMC services (month/ year)	

Notes:

- 1 Use separate sheet for each Eligible Project.
- 2 The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.
- 3 Exchange rate should be taken as Rs. 65 per US \$ (30.03.2017) for conversion to Rupees.
- 4 The Letter of Award and completion certificate for each project indicated in Sl. no. 8 from each client with the completion value and dates have to be attached for verification of the above details.

**FORM - 7**  
**SUMMARY OF CURRENT CONTRACT**  
**COMMITMENTS / WORKS IN PROGRESS**

Name of Contract and client	Value of work	Value of pending work	Completion Date	
			Scheduled	Estimated

**NOTE:**

Tenderer shall provide information on their current commitment on all contracts that have been awarded or for which a letter of intent or acceptance has been received or for contracts approaching completion but for which, full completion certificate is yet to be issued.

DATE:

TENDERER'S SIGNATURE WITH SEAL

**FORM -8**

**TEAM LEADER/PROJECT MANAGER AND ALL KEY PERSONNEL PROPOSED FOR THE PROJECT**

(Here specify the summary of the Team leader / Project Manager proposed to be employed for the work)

<b>S.No</b>	<b>Position</b>	<b>Name</b>	<b>Qualification</b>	<b>Years of experience</b>

DATE:

TENDERER'S SIGNATURE WITH SEAL

**FORM -8 a**  
**FORMAT OF CURRICULUM VITAE (CV) FOR ALL KEY PERSONNEL**  
**INCLUDING TEAM LEADER**

Designation of Key personnel:

Proposed Position :

Name of Firm :

Name of Staff :

Profession:

Date of Birth :

Years with Firm/Entity :

Nationality :

Membership of Professional Societies :

Detailed Task Assigned :

**Key Qualifications:**

[Give an outline of staff member’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

---

**Education:**

[Summarize college/university and other specialized education of staff member, giving their names, dates attended, and degrees obtained. Use about one quarter of a page.]

---

**Employment Record:**

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, name of employing organisations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about three-quarters of a page.]

**Languages :**

[For English language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

**Certification**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe qualifications and experience.

Date:.....

[Signature of C.V. Holder]

Day/Month/Year.

Seal of the company and signature  
of the authorised representative of the Firm]

Note:

CV of all Key Personnel shall be given. Use separate sheet for each Key Personnel

**FORM-9**

**CLAIMS / ARBITRATION**

**(Here briefly state the details of client / Arbitration/suits/appeals/other legal proceedings)**

<b>Sl.</b>	<b>Name of the Work</b>	<b>Value of Claims</b>	<b>Whether award</b>
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<b>No.</b>			<b>announced, if so in whose favour</b>

DATE:

TENDERER'S SIGNATURE WITH SEAL

**FORM -10**

**DRAFT INTEGRITY PACT**

**(The Integrity Pact agreement shall be executed in Rs 100/- non judicial stamp paper and shall be enclosed along with original financial instrument and reach Kamarajar Port Limited (KPL) corresponding address before opening Technical bid as per date and time given in the Tender.)**

**GENERAL**

This pre-bid pre-contract Agreement (herein after called the Integrity Pact)

BETWEEN

Kamarajar Port Limited, represented by the Chairman cum Managing Director, Kamarajar Port Limited, Chennai hereinafter referred to as “THE PRINCIPAL” / “EMPLOYER”

AND

..... represented by Shri  
..... hereinafter referred to as “The BIDDER / CONTRACTOR” .

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for ..... (Name of the Contract / Project / Stores equipment / item). The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with the Bidder/s and Contractor/s.

In order to achieve these goals, the Principal will appoint an External Independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

NOW, THEREFORE,

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

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

Enabling BIDDERS / CONTRACTORS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL/EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

**Commitments of the PRINCIPAL/EMPLOYER**

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

The PRINCIPAL/EMPLOYER will, during the pre-contract stage, treat all BIDDERS / CONTRACTORS alike, and will provide to all BIDDERS / CONTRACTORS the same information and will not provide any such information to any particular BIDDER / CONTRACTOR which could afford an advantage to that particular BIDDER / CONTRACTOR in comparison to other BIDDER / CONTRACTOR and could obtain an advantage in relation to the tender process or the contract execution.

All the officials of the PRINCIPAL/EMPLOYER will report to the Chairman cum Managing Director / Chief Vigilance Officer of Kamarajar Port Limited any attempted or completed breaches of the above commitments as well as any substantial, suspicion of such a breach.

If the PRINCIPAL/EMPLOYER obtains information on the conduct of any of its employees with full and verifiable facts and the same is prima facie found to be correct which is a criminal offence under the Indian Penal Code / Prevention of Corruption Act, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Commitments of the BIDDER / CONTRACTOR**

The Bidder / Contractor commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the post contract stage.

- i. The Bidder / Contractor will not enter with other Bidder / Contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- ii. The Bidder/Contractor will not commit any offence under the Indian Penal Code, 1860 / Prevention of Corruption Act, 1988 further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- iii. The Bidder / Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any official of the Principal/Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- iv. The Bidder/Contractor further undertakes that it has not given, offered or promised to give directly or indirect any bribe, gift, consideration, reward, favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any official of the Principal/Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Principal for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Principal.
- v. The Bidder / Contractor of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- vi. Bidder / Contractors shall disclose the payments to be made by them to agents or any other intermediary, in connection with this bid/contract.
- vii. The Bidder / Contractor further confirms and declares to the Principal/ Employer that the Bidder / Contractor is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal/Employer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder / Contractor, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- viii. The Bidder / Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Principal/Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- ix. The Bidder / Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- x. The Bidder / Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- xi. The Bidder / Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal/Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- xii. The Bidder / Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- xiii. The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- xiv. If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Principal/Employer, or alternatively, if any relative of an officer of the Principal/Employer has financial interest / stake in the Bidder / Contractor' s firm, the same shall be disclosed by the Bidder / Contractor at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- xv. The Bidder / Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Employer.

**Previous Transgression**

The Bidder / Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any

Public Sector Enterprises in India or any Government Department in India that could justify Bidder / Contractor' s exclusion from the tender process. If the Bidder / Contractor makes incorrect statement on this subject, the Bidder / Contractor can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### **Sanction for Violations**

Any breach of the aforesaid provisions by the Bidder / Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder / Contractor shall entitle the Principal / Employer to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER / CONTRACTOR, However, the proceedings with the other BIDDER / CONTRACTOR (s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL/EMPLOYER and the PRINCIPAL/EMPLOYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER / CONTRACTOR.
- (iv) To recover all sums already paid by the PRINCIPAL/EMPLOYER, and in case of an Indian BIDDER / CONTRACTOR with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India , while in case of a BIDDER / CONTRACTOR from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER / CONTRACTOR from the PRINCIPAL/EMPLOYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER / CONTRACTOR, in order to recover the

payments, already made by the PRINCIPAL/EMPLOYER, along with interest.

- (vi) To cancel all or any other Contracts with the BIDDER / CONTRACTOR. The BIDDER / CONTRACTOR shall be liable to pay compensation for any loss or damage to the PRINCIPAL/EMPLOYER resulting from such cancellation/ rescission and the PRINCIPAL/EMPLOYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER / CONTRACTOR.
- (vii) To debar the BIDDER / CONTRACTOR from participating in future bidding processes of the Principal for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL/EMPLOYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER/CONTRACTOR(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrecoverable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL/EMPLOYER with the BIDDER / CONTRACTOR, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the PRINCIPAL/EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- (xi) The Bidder / Contractor accepts and undertakes to respect and uphold the Principal' s absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (xii) If the Bidder / Contractor can prove that he has restored /recouped the damage caused by him and has installed a suitable corruption prevention system, in such a case, it will be discretion of the Principal to revoke the exclusion prematurely.



- (xiii) The PRINCIPAL/EMPLOYER will be entitled to take all or any of the actions mentioned at Para (i) to (xii) above of this Pact also on the Commission by the BIDDER / CONTRACTOR or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER / CONTRACTOR), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of corruption Act, 1988 or any other statute enacted for prevention of corruption.
- (xiv) The decision of the PRINCIPAL / EMPLOYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER / CONTRACTOR shall be final and conclusive on the BIDDER / CONTRACTOR. However, the BIDDER / CONTRACTOR can approach the Independent Monitor (s) appointed for the purposes of this Pact.

#### **Fall Clause**

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

#### **Independent Monitors**

The Principal/Employer has appointed two Independent External Monitors (hereinafter referred to as Monitors)

##### **1. Shri Velayutham Venkatachalam, IAS (Retired)**

House No:92  
Ramnagar North Extension,  
6<sup>th</sup> Main Road,  
Velachery,  
Chennai – 600 042.

**2. Er. T.Govindarajan,**

No. 5/5/, Saraswathy Nagar,  
Behind CSI Church,  
Kovaiputhur,  
Coimbatore – 641 402.

- (a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- (b) The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kamarajar Port Limited.
- (e) The BIDDER / CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PRINCIPAL including that provided by the BIDDER / CONTRACTOR. The BIDDER / CONTRACTOR will also grant the Monitor, upon his request and demonstration of a valid interest unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor(s) with confidentiality.
- (f) The Principal / Employer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.
- (g) The Monitor will submit a written report to the designated Authority of Principal / Employer / Chief Vigilance Officer of Kamarajar Port Limited within 8 to 10 weeks from the date of reference or intimation to him by the Principal / Employer / Bidder / Contractor and should the occasion arise, submit proposals for correcting problematic situation.

- (h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the Indian Penal Code, 1860 / Prevention of Corruption Act, 1988 and the Principal / Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (j) The word 'Monitor' would include both singular and plural.

#### **Facilitation of Investigation**

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

#### **Other Provisions**

Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

#### **Law and Place of Jurisdiction**

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

#### **Other Legal Actions**

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

**Validity**

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the PRINCIPAL and the Bidder / Contractor including warranty period whichever is later. In case Bidder / Contractor is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Kamarajar Port Limited. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

**Equal treatment of all Bidders / Contractors /Sub-Contractors**

- (a) The Bidder / Contractor undertake to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (b) The Principal will enter into agreements with identical conditions as this one with all Bidders / Contractors and Sub-Contractors.
- (c) The Principal will disqualify from the tender process all Bidder / Contractors who do not sign this pact or violate its provisions.

The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

The Principal represented \_\_\_\_\_ BIDDER / CONTRACTOR  
 by the CMD, Kamarajar Port Limited

Name of the Officer  
Designation

Name  
Designation

Witness 1  
Name & address

Witness 1  
Name & address

Witness 2  
Name & address

Witness 2  
Name & address

Place:  
Date:

Place:  
Date:

**FORM -11**

**FORM OF CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into this.....day of ..... Two thousand Fourteen only between ..... having its registered office at ..... hereinafter referred to as the “EMPLOYER” (which expression shall, unless excluded by or repugnant to the context or the meaning thereof, be deemed to include its successors and permitted assign) of the ONE PART

AND

M/s ..... (Name of the firm) having its registered office / principal place of business at ..... in the state of ..... hereinafter referred to as “CONSULTANT” (which expression shall, unless excluded by are repugnant to the context or the meaning thereof, be deemed to include its successors and permitted assigns) the OTHER PART.

WHEREAS, the EMPLOYER invited tender for the **“Project Management Consultancy Services for Capital Dredging Phase-IV for providing deep draft at Kamarajar Port Limited”**

AND

WHEREAS, the CONSULTANT submitted tender to the EMPLOYER for execution of the work in accordance with the tender documents.

AND

WHEREAS, the EMPLOYER has accepted the tender submitted by the CONSULTANT for the Project Management Consultancy Services **for Capital Dredging Phase-IV for providing deep draft at Kamarajar Port Limited,**

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as

part of this Agreement, viz:

- a) The Tender Document for **“Project Management Consultancy Services for Capital Dredging Phase-IV for providing deep draft at Kamarajar Port Limited”** as issued by the EMPLOYER.
  - b) All amendments to the Tender Document for **“Project Management Consultancy Services for Capital Dredging Phase-IV for providing deep draft at Kamarajar Port Limited”** as issued by the EMPLOYER prior to submission of the bids.
  - c) Acceptance letter issued by the EMPLOYER vide No. \_\_\_\_\_ dated \_\_\_\_\_ and all correspondence exchanged between the EMPLOYER and the CONSULTANT upto the date of issue of acceptance letter as specifically referred to in the said acceptance letter.
3. In consideration of the payment to be made by the EMPLOYER to the CONSULTANT as hereinafter mentioned, the CONSULTANT hereby covenants with the EMPLOYER to execute and complete the works in conformity in all respects with the provisions of the contract.
  4. The EMPLOYER hereby covenants to pay the CONSULTANT in consideration of the execution, completion, of the works the consultancy charges/fees prescribed in financial offer / bid at the times and in the manner stipulated in the Tender documents.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED

By the said

By the said

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Name\_\_\_\_\_

Name\_\_\_\_\_

on behalf of the PMC

on behalf of the Employer

in the presence of:

in the presence of:

Name\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

Address\_\_\_\_\_

**FORM - 12****FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

(Any Nationalized / Scheduled Banks, not Co-operative banks)

KNOWALL BY THESE PRESENT that (The name of Bank) \_\_\_\_\_ a banking corporation carrying on banking business including Guarantees at Chennai and other places and having its office at \_\_\_\_\_ (hereinafter called 'The Bank' which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns);

WHEREAS Kamarajar Port Limited (hereinafter called 'The Authority' which expression shall unless repugnant to the context of meaning thereof be deemed to include its successors and assigns) had invited tenders for **Project Management Consultancy Services for Capital Dredging Phase-IV for providing deep draft at Kamarajar Port Limited** (hereinafter called the "Assignment") as per conditions and Terms of Reference covered under the 'Tender Document'.

AND WHEREAS (Name of Project Management Consultants \_\_\_\_\_ having their Registered Office at \_\_\_\_\_ (hereinafter called the 'PMC') has offered to carryout the assignment as specified in Terms of Reference and Conditions included in the 'Tender Document'.

AND WHEREAS the Authority has accepted the offer / bid of M/s. \_\_\_\_\_ (Name of PMC) (vide its letter No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_ 2017. AND WHEREAS it is one of the conditions of the accepted proposal that the (Name of the PMC) M/s. \_\_\_\_\_ should interalia furnish a guarantee of a Nationalised Bank/Scheduled Bank having its branch in Chennai for a sum of \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being 5% of the Award price as security for the due performance of terms and conditions subject to which the said 'Assignment ' has been accepted by the Authority.

AND WHEREAS, the M/s. \_\_\_\_\_ (Name of PMC) have requested the Bank to give the said guarantee and the Bank has agreed to do so



on the manner hereafter appearing. NOW THIS INDENTURE WITNESSETH THAT the Bank doth hereby stand surety for the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

AND DOTH HEREBY GUARANTEE TO AND COVENANT WITH AND irrevocably undertake to pay the Authority upon demand in writing whenever required by it from time to time so to do without referring to the (PMCs name) \_\_\_\_\_ and without questioning the right of the Authority to make such demand or the propriety or the legality of such demand such sum or sums not exceeding in the whole a sum of Rs. \_\_\_\_\_ (Rupees: \_\_\_\_\_) as may become payable to the Authority by the PMC by virtue or arising out of the above mentioned 'Tender' or by reason of any breach of non-performance of the same or by the negligence or neglect or failure or omission to comply with any of the terms of the Assignment by M/s. \_\_\_\_\_(Name of PMC) in respect of which the decision of the Authority shall be final and legally binding and this indenture further witnesseth that the liability of the Bank shall not in any manner be released, relaxed or diminished by reason of any time or other latitude being given by the Authority to M/s. \_\_\_\_\_(Name of PMC) with regard to the performance of the Assignment but this indenture shall remain in full force and effect until all the dues of the Authority under or by virtue of the said Assignment have been fully paid and the M/s. \_\_\_\_\_(Name of PMC) has/have duly fulfilled all his/their obligations under the Assignment and the terms and conditions of the Assignment has been fully complied with and that M/s. \_\_\_\_\_(Name of PMC) has executed the Assignment to the satisfaction of the Authority. AND THIS INDENTURE FURTHER WITNESSETH that the Bank further agrees with the that the Authority shall have the fullest liberty without the Bank's consent and without affecting in any manner its obligations hereunder to vary any of the terms and conditions of the said Assignment or to extend the time of performance by Authority or from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against M/s. \_\_\_\_\_(Name of PMC) and to bear or enforce any of the terms and conditions relating to the said Assignment and the Bank shall not be relieved from its liability by reasons of any such variation or extension being granted to the M/s. \_\_\_\_\_(Name of PMC) or for any in forbearance indulgence by the Authority to the M/s. \_\_\_\_\_(Name of PMC) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision

have effect of so relieving them

And the said Bank doth further covenant and declare that this Guarantee is irrevocable and shall remain in force upto and inclusive of the \_\_\_\_\_ day of \_\_\_\_\_, subject to the valid invocation of the guarantee by the beneficiary before the date of expiry if the contract is not executed in accordance with the terms and conditions thereof, the said Bank undertake to renew this Guarantee from year to year until 6 months after the date of completion certificate to be issued by the Authority and the said Bank doth hereby further covenant and declare that if the said \_\_\_\_\_ do not obtain and furnish renewals of \_\_\_\_\_ this Guarantee for a further period of one year to the Authority not less than 30 days prior to the expiry of the period of this Bank Guarantee or renewal or renewals there of as to keep the same valid and subsisting till the date of completion certificate to be issued by the Authority and for 3 months thereafter the entire amount of this Bank Guarantee in default of obtaining and furnishing the renewals of this Bank Guarantee in the manner and within the time aforesaid shall become forthwith due and payable to the Authority

And the Bank further declares that notwithstanding anything to the contrary contained hereinabove the Bank's Liability under this Guarantee is restricted to \_\_\_\_\_ (Rupees \_\_\_\_\_) and unless a demand in writing under this Guarantee is made with the Bank within 6 months from the date of completion certificate to be issued by the Authority all the rights of the Authority under the guarantee shall be forfeited and the Bank shall be relieved and discharged from all liability.

Notwithstanding anything to the contrary contained herein:

Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

**This bank guarantee shall be valid up to \_\_\_\_\_ and**

We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a claim or demand on or before \_\_\_\_\_.

SIGNED SEALED AND DELIVERED:

by the with named \_\_\_\_\_ through its duly constituted Attorney/s  
\_\_\_\_\_ in the presence of.