



KAMARAJAR PORT LIMITED

MARINE SERVICES DEPARTMENT

Tender No: KPL/MS/48D/BUOYS/2017

(Only Through E – Tendering Mode)

TENDER FOR “SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 8 NOS. POLYETHYLENE BUOYS ALONG WITH INBUILT GPS, COMPLETE MOORING ACCESSORIES AND SOLAR LANTERNS IN KAMARAJAR PORT CHANNEL”.

TECHNO COMMERCIAL BID

Due date of submission : 1500 hrs on 05.09.2017

Date &Time of opening: 1500 hrs on 06.09.2017

**General Manager (Marine Services)
KAMARAJAR PORT LIMITED,
Vallur Post near NCTPS,
CHENNAI – 600 120**

Email: gm-ms@kplmail.in & balan@kplmail.in

Website: www.ennoreport.gov.in

NOTICE INVITING TENDER
KAMARAJAR PORT LIMITED
Tender No: KPL/MS/48D/BUOYS/2017

**TENDER FOR “SUPPLY,
INSTALLATION, TESTING AND
COMMISSIONING OF 8 NOS.
POLYETHYLENE BUOYS ALONG WITH
INBUILT GPS, COMPLETE MOORING
ACCESSORIES AND SOLAR LANTERNS
IN KAMARAJAR PORT CHANNEL”.**

On line tenders are invited for the above work as per the details given below through e-procurement mode on website eprocure.gov.in

Bid Details Table	
Date of commencement of downloading the Bidding Document	28.07.2017 at 1500 Hrs
Queries, if any, to be communicated by the bidders (on or before)	07.08.2017 at 1100Hrs.
Pre-bid meeting	11.08.2017 at 1100 Hrs at Port Office Kamarajar Port Limited at Vallur Post Nr. NCTPS Chennai- 120. <i>(Clarification / amendments to Pre-bid queries will be uploaded in the Company's website & e-procurement website)</i>
Last date & time for submission of Bid Documents	1500 Hrs on 05.09.2017. e-procurement portal link http://eprocure.gov.in
Date and Time of Technical Bid Opening	1500 Hrs on 06.09.2017
Date and Time of Financial Bid Opening	Date of Financial Bid opening will be confirmed and intimated to the bidder/s qualifying in Technical Bid.
Place of opening of Bids	Kamarajar Port Limited (erstwhile Ennore Port Limited) Port Office Vallur Post Nr. NCTPS Chennai- 120.
Address for communication	General Manager (Marine services) Kamarajar Port Limited (erstwhile Ennore Port Limited) Port Office Vallur Post, Nr. NCTPS, Chennai- 120, e-mail : gm-ms@epl.gov.in / balan@epl.gov.in
Cost of Tender document	Nil
EMD amount	Rs.5,00,000/- EMD amount shall be accepted in any of the following forms:- (i) Banker's cheque of a Nationalized Banks (ii) Demand Draft of a Nationalized Banks Exemption will be applicable to MSME/SME/NSIC as per guidelines subject to submission of documentary evidence in this regard..

KAMARAJAR PORT LIMITED MARINE SERVICES DEPARTMENT Tender No: KPL/MS/48D/BUOYS/2017		
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KAMARAJAR PORT LIMITED
MARINE SERVICES DEPARTMENT
TENDER NO. KPL/MS/48D/BUOYS/2017

TENDERS ARE INVITED THROUGH e-TENDERING MODE BY TWO STAGE SYSTEM FOR “SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 8 NOS POLYETHYLENE BUOYS ALONG WITH INBUILT GPS , COMPLETE MOORING ACCESSORIES AND SOLAR LANTERNS IN KAMARAJAR PORT CHANNEL.

1. INSTRUCTIONS TO BIDDERS

1.1 E-tenders are invited by Two stage system by Kamarajar Port Limited from experienced Original Equipment Manufacturer (OEM) / Business Partners of OEM or Authorized Dealers/Distributor or Traders or Suppliers meeting the minimum qualifying criteria and specifications. The first stage shall contain Techno-Commercial bid & second shall contain the Price bid. Tender / Bid submitted through e-Procurement mode only will be taken up for the purpose for evaluation.

1.1.2 The successful Bidder will be expected to complete the works by the intended completion price.

1.1.3 The firms registered with NSIC/MSME /SME, are exempted from payment of EMD only. They should furnish the evidence that they are registered for the items they intend to quote against subject Tender.

1.2 The tender document can be downloaded from KAMARAJAR PORT LIMITED website – www.ennoreport.gov.in & www.eprocure.gov.in.

1.3 The Tender documents viz., Techno-Commercial bid shall be uploaded signed, dated and stamped on all pages of tender documents, and Price bid in all pages should be uploaded in the website.

No price bid needs to be submitted to port in physical format. Only online price bid submission is allowed.

Acceptance of integrity pact has to be uploaded along with the technical bid and hard copy of the integrity pact has to be submitted to the port along with EMD amount prior to opening of Technical Bid.

1.4 EARNEST MONEY DEPOSIT (EMD)

1.4.1 The tender shall be accompanied by Earnest Money Deposit. The EMD amount of Rs. 5, 00,000/- required to be submitted at the following address.

The General Manager (MS)
Kamarajar Port Ltd.,
Vallur Post,
Chennai – 600 120.
Tamilnadu, India.

The EMD shall be paid by Demand Draft payable at Chennai drawn in favour of "KAMARAJAR PORT LIMITED" payable at any Nationalized / Scheduled Bank having its Branch office at Chennai.

The EMD amount may also be paid by an unconditional and irrevocable Bank Guarantee en-cashable and enforceable at Chennai from any Indian Nationalized / Scheduled Banks in India shall be given. The Bank Guarantee shall be valid for a minimum period of 120 days from the date of opening of the Tender and given in the format of Schedule VII of the tender Document.

The offers not accompanied by EMD, and Acceptance of integrity pact will be summarily rejected. All the above in original needs to be submitted prior to opening of technical Bid. Any postal delays will not be considered.

The EMD of unsuccessful Bidders shall be returned within 30 days from the issue of Letter of Award (LOA) to the successful Bidder. The EMD of the successful Bidder shall be refunded only on receipt of Performance Guarantee and signing of the agreement as stipulated in the tender.

1.4.2 KPL reserves the right to forfeit the EMD in respect of successful Bidder, if he fails to enter into a contract and furnish the necessary bank guarantee towards performance within 15 days of issue of Letter of Acceptance (LOA).

1.4.3 No interest will be payable on the EMD.

1.5 PRE QUALIFYING CRITERIA: (EXPERIENCE, TURN OVER and ACCEPTANCE OF INTEGRITY PACT):-

The Bidder must fulfill the following criteria to prove the techno-commercial competence and submit the documents in support thereof. **ALL DOCUMENTARY PROOF ATTACHED SHALL BE IN ORIGINAL OR ATTESTED BY NOTARY.**

The proof of eligibility as detailed in the eligibility clause and the Demand Draft/BG of EMD & Acceptance of integrity pact must be scanned and uploaded in the e-procurement website.

1.5.1 EXPERIENCE

The tenderer should have experience of successfully completed "similar work" during last seven years (i.e. from 01.04.2010 to 31/03/2017) should be either of the following:-

i) **Three** similar works each costing not less than **Rs.1,00,00,000/-** (**40%** of the present estimated cost)

OR

ii) **Two** similar works each costing not less than **Rs.1,25,00,000/-** (**50%** of the present estimated cost)

OR

- iii) **One** similar work costing not less than **Rs.2,00,00,000/-** (80% of the present estimated cost)

Similar Works means **“Manufacture, Supply, Installation, Testing and Commissioning of Buoys along with inbuilt GPS, Complete Mooring accessories and solar Lantern” in any Port /State or Central Govt. or Public Sector Undertaking’s and reputed organizations.”**

1.6. Joint Venture / Consortium

The Bidder may be a single entity or a group of entities (hereinafter referred to as Consortium), coming together for providing the Services. The term Bidder used hereinafter would therefore apply to both a single entity and a consortium.

1.6.1. Proposals submitted by a consortium shall furnish the following details:

- i.** The proposal shall contain the details of each member of the consortium
- ii.** The party who has downloaded the –Tender document must be a member of J.V./ Consortium
- iii.** Lead Member shall be nominated as being in charge and this authorization shall be evidenced by submitting a power of attorney signed by duly authorized signatories of all the Consortium members. The Proposal shall be signed by the duly authorized signatory of the Lead member and shall be legally binding on all the members of the Consortium
- iv.** All members of the Consortium shall be liable jointly and severally for the services to be provided during the Period of contract till the completion of the duties of selected bidder in accordance with the terms and conditions of this Tender. A copy of the undertaking to be submitted by bidder is annexed at **Schedule-V(ii)**
- v.** For the purpose of evaluating the qualification of consortium meeting the minimum eligibility criteria, Port will consider combined credentials of Joint venture / Consortium members.
- vi.** Signed copy of memorandum of understanding between the members of consortium shall be submitted clearly indicating the responsibilities of each of the members of the consortium.
- vii.** One of the members shall be nominated as being in charge, designated as **‘Lead member’**, and this authorization shall be evidenced by a power of attorney signed by legally authorized signatories of all the members. (Power of attorney/s to be enclosed).

- viii.** The lead member of the consortium shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the members of the Consortium and the entire execution of the assignment. **NOTE:** Payments, as due, shall be released only in favour of Lead member of the consortium.

- ix.** All members of the Consortium shall be liable jointly and severally for the execution of the services in accordance with the terms and conditions stipulated in the Tender document. A declaration to this effect signed by authorized signatories of all the members shall be enclosed to the proposal in the format provided at **Schedule-V(i)**.

- x.** In the event of default by any member in the execution of assignment or part thereof, the lead member will have the authority to assign the apportioned work to any other member acceptable to the Port so as to ensure satisfactory completion of the services.

1.6.2 TURNOVER

The **average** annual turnover of the Bidder for the last three years i.e. 2013-14, 2014-15, 2015-16 should be Rs.75,00,000/- i.e. **30%** of the estimated cost. The Bidder should submit a certified copy from their statutory auditor on the average annual turnover along with copy of Annual Reports audited by Chartered Accountant for the last 3 years i.e. 2013-14, 2014-15, 2015-16 giving the audited profit and loss account and balance sheet. Any certificate in this regard only from the Bidder will not suffice.

Average annual financial turnover of the firm during the last three years i.e. 2013-14, 2014-15, 2015-16 should not be less than Rs.75,00,000/-

1.6.3 TECHNICAL SPECIFICATIONS BUOYS:

The Buoy offered shall be of the specifications given in the “Scope of Work”. Those offers which do not meet these minimum specifications shall be rejected.

The notarized copies of Technical specification shall be scanned and uploaded along with techno-commercial bid on or before the last date of submission of tender.

The supply is consisting of 8 Nos. Channel Buoys out of which 7 Nos. are Channel Buoys and 1 No. Fairway Buoy.

(i) The Technical specification

For 7 Nos. Channel Buoys with: (3 Nos. Starboard side and 4 Nos. Portside):

All buoys should consist tower section, IALA top mark, Radar reflector, stainless steel ladder, float and all accessories for lateral marks.

1. Body – 100% UV-stabilized virgin Polyethylene
2. Diameter – 2.5-2.8 mtrs
3. Overall height – 6-8 mtrs
4. Draft – 0.7 - 1.3 mtrs
5. Float volume – 5-7 m³
6. Max mooring load capacity – should handle atleast 2000kgs
7. Thickness – should withstand extreme weather conditions (at least 140-150kmph wind)
8. Safe working load – 5000kgs (atleast at one lifting point)
10000kgs (atleast at two lifting points)
9. Focal plane height – 2.5- 4mtrs
10. Nominal freeboard – 750-800 mm
11. Mass – up to 2000kgs
12. Ballast – 350-500kgs
13. Filling – Polyurethane
14. Radar reflector – branded
15. Product life expectancy – more than 20 years
16. Warranty – 4 years or more
17. Number of lifting points – 2
18. Number of mooring points – 2
19. Fasteners used – S.S.316 standard Bolts, nuts, washers etc.
20. Reserve buoyancy- adequate to keep buoy in upright position under extreme sea condition
21. Accessories- IALA approved day marks, top marks, lighting equipment, radar reflector should be inbuilt and with stand all weather conditions.
22. Min. No of man guard on the superstructure - 01 (with ladder)

Note: all the above should be complied with IALA standards.

Mooring:

23. Chain Length - (sufficient to meet sea conditions) 3 times the depth of the water
24. Mooring chain grade: MS (U2), Stud link type
25. Mooring chain diameter: 38 mm
26. Accessories – mooring chains, swivels, D-shackles etc. should be as per international standards.
27. Mooring gear – Should be certified by any of the Classification societies (IACS).
28. Sinkers – Min. 3000kgs

Lighting and solar Equipment-

1. Lighting type – Integral solar powered LED marine Lantern
2. Light source – LED
3. Range – Min. 4 Nautical miles
4. Colour – Red / Green (Number of each colour will be finalized prior to issuing Work Order)
5. Flashing – Adjustable intermittent quick flashing
6. Battery – Zero maintenance with minimum autonomy period of 20 days, i.e. the battery should provide sufficient power to the lantern even if the charging circuit
7. Battery capacity – 24Ah
8. Nominal Voltage – 12V
9. Battery life – Min. 4-5 years
10. Body material – UV resistant and should withstand marine environment
11. Water tightness – IP 68
12. Solar panel – integral with lantern and should be approved by IALA.
13. Solar output – 15-30 watts

Note: All the necessary Certificates (manufacturer and test certified) to be furnished at the time of supply.

Stability –

The stability of the buoys should be tested before and after fitment of all items including mooring, lights etc. Certificate of “Satisfactory stability condition of the Buoy” should be provided. Design, drawing on stability to be submitted along with classification society’s certificates as per IALA standards.

(ii) The Technical specification of 1 No. Fairway Buoy :

All buoys should consist tower section, IALA top mark, Radar reflector, stainless steel ladder, float and all accessories for lateral marks.

1. Body – 100% UV-stabilized virgin Polyethylene
2. Diameter – 3-3.2 mtrs
3. Overall height – 7-9 mtrs
4. Draft – 1.5 - 3 mtrs
5. Float volume – 10-12 m³
6. Max mooring load capacity – should handle atleast 2600kgs
7. Thickness – should withstand extreme weather conditions (at least 140-150kmph wind)

8. Safe working load – 5000kgs (atleast at one lifting point)
10000kgs (atleast at two lifting points)
9. Focal plane height – Min. 4.5mtrs
10. Nominal freeboard – approx. 800 mm
11. Mass – up to 2700kgs
12. Ballast – approx 765kgs
13. Filling – Polyurethane
14. Radar reflector – branded
15. Product life expectancy – more than 20 years
16. Warranty – 4 years or more
17. No of lifting points – 2
18. No of mooring points – 2
19. Fasteners used – S.S.316L standard Bolts, nuts, washers etc.
20. Reserve buoyancy- adequate to keep buoy in upright position under extreme sea condition
21. Accessories- IALA approved day marks, top marks, lighting equipment, radar reflector should be inbuilt and with stand all weather conditions.
22. Min. No of man guard on the superstructure - 01 (with ladder)

Note: all the above should be complied with IALA standards.

Mooring:

23. Chain length - (sufficient to meet sea conditions) 3 times the depth of the water
24. Mooring chain grade: MS (U2), Stud link type
25. Mooring chain diameter: 38 mm
26. Accessories – mooring chains, swivels, D-shackles etc. should be as per international standards.
27. Mooring gear – Should be certified by any of the Classification societies (IACS).
28. Sinker – Min. 4500kgs

Lighting and solar Equipment-

1. Lighting type – Integral solar powered LED marine Lantern
2. Light source – LED
3. Range – Min. 5 Nautical miles
4. Colour – WHITE
5. Flashing – Adjustable intermittent quick flashing
6. Battery – Zero maintenance with minimum autonomy period of 20 days, i.e. the battery should provide sufficient power to the lantern even if the charging circuit
7. Battery capacity – 24Ah
8. Nominal Voltage – 12V
9. Battery life – Min. 4-5 years
10. Body material – UV resistant and should with stand marine environment
11. Water tightness – IP 68
12. Solar panel – integral with lantern and should be approved by IALA.
13. Solar output – 15-30 watts

Note: All the necessary Certificates (manufacturer and test certificated) to be furnished at the time of supply.

Inbuilt GPS:

GUARANTEE:-

- a. Polyethylene ocean lateral buoys to guaranteed for a period of 5 years against any manufacturing defect from date of installation and acceptance of the port.
- b. Moorings to be guaranteed for 1 year from date of installation and acceptance by the port.
- c. Solar lanterns to be guaranteed for 3 years. For satisfactory performance from the date of commissioning.
- d. Terms and condition of guarantee to be submitted along with the tender.
- e. Any defects reported verbally or in writing to be attended to within a period of one week.
- f. Inbuilt GPS to be guaranteed for 3 years from satisfactory performance from the date of commissioning.

7. METEOROLOGICAL DATA:

- i) Wind Speed---100 to 120 KMPH (Cyclonic weather)
- ii) Wave information – 6.00 mtrs. (Cyclonic Weather)
- iii) Current – Current outside sheltered water is about 1 knot current strength 30-40M/sec.
- iv) Tide Variation - The main tide variation is 1.6 mtrs. Aspiring tide and 0.7 mtr. as neap tide.
- v) **Depth of water where the buoy has to be laid is 20 – 23 mtrs for Channel buoy and for Fairway buoys 25 - 30 mtrs.**

Stability -

The stability of the buoys should be tested before and after fitment of all items including mooring, lights etc. Certificate of “Satisfactory stability condition of the Buoy” should be provided. Design, drawing on stability to be submitted along with classification society’s certificates as per IALA standards.

Kamarajar Port shall be the port of delivery. The controlling officer for this contract shall be the General Manager (MS) of Kamarajar Port Limited and shall comply with all instructions from the General Manager (MS) of the Kamarajar Port Limited and/or his representative.

The Contractor will be responsible for any damage to port man/material at the time of deployment of buoys i.e. supply installation and testing, commissioning of buoys.

The Contractor shall be responsible for the injuries, loss of life to the Workmen involved under him/Port personnel while carrying out the said work. The Contractor shall also be responsible for the damage to the Port’s Property. Any claims in this regard shall be to the Contractor’s account.

The Contractor shall comply with IALA Guidelines & Standards, IACS and Regulations if any of Kamarajar Port Limited to deploy the buoys. The Contractor shall obtain necessary clearance, as required, for deploying the buoys.

The Contractor shall be solely responsible for reporting simultaneously to the General Manager (MS) and the Police Department immediately of any serious or fatal accidents when supply, installation, testing and commissioning of Buoys to any of his employees / workmen engaged by him. The Contractor shall indemnify the Kamarajar Port Limited against any claims or actions arising there from.

The Contractor shall carryout the works strictly in accordance with the contract to the satisfaction of the Controlling Officer i.e. the General Manager (MS) or his authorized representative of Kamarajar Port Limited and shall comply with and adhere strictly to his instructions and directions on any matter (whether mentioned in the contract or not.

- 1.7.1 Make model no, data sheet of the Manufacturer or any other supporting document from the manufacturer and IALA/IACS Certificates, approved drawings etc as this information is required for evaluating the price bid.**
- 1.7.2** The buoys along with its all accessories manufacturer's test certificates as per IALA recommendations. The buoys, inbuilt GPS, Lanterns and other accessories with manufacture's test certificates as per IALA standards. The mooring gears inspection certificates (Unique Identification with Stamp) by classification societies which is a member of IACS. Any other certificates which support the data of Schedule (X) and Clause 3.1 of this tender document.
- 1.7.3** The Name of partners/ Directors indicating their responsibility and holding in the firm/company.
- 1.7.4** In case of partnership / Limited / Joint venture companies / consortium, the Power of attorney on stamp paper in favour of the person authorized to sign all the documents relating to the tender.
- 1.7.5** The copies of document in support of the legal status of the firm (Memorandum of Association, Article of Association or Partnership Deed as the case may be and Copy of PAN Card of the company.
- 1.7.6** Copies of documents defining the constitution or legal status, place of registration and principle place of business of the company/proprietorship firm/partnership firm or any other business structure.
- 1.7.7** The information regarding any current litigation in which the Bidder is involved.

- 1.7.8** Documentary proof to establish the experience, technical competency of the Bidder in “Similar Works” as given in tender document and other relevant details such as copies of Work orders/Agreements, Delivery / Supply orders, Satisfactory completion certificate etc.
- 1.7.9** The details of the joint venture firm / foreign firm with whom the Bidder has entered in to agreement should be produced with documentary evidence.
- 1.7.10** while evaluating the bids Kamarajar Port Limited may seek any other details / documents which it may feel as necessary to ascertain and establish the competence of the Bidder. In case of failure or refusal to furnish such details within the given time limit, Kamarajar Port Limited shall evaluate the bids on the merits of the available documents.
- 1.7.11** Acceptance of integrity pact has to be uploaded along with the technical bid and hard copy has to be submitted to the port along with EMD and Cost of Tender Document.
- 1.7.12** **“PRICE BID”** and shall contain the details as given in Bill of Quantities (BOQ) (i.e. Cost Schedule – Rates) of the tender document as issued and shall be complete in all respects in the prescribed format in the website.

The Rate shall be quoted strictly as per the Cost Schedule given in Bill of Quantity (BOQ) of the Tender document, i.e. Rate per each group of buoys separately viz. Fairway Buoy – 1 no., Portside Lateral buoys – 4 nos. and Starboard side – 3 nos. The bidders are directed to comply with the directions while submitting the Tender. Those price bids not conforming to the format in Bill of Quantity (BOQ) will be summarily rejected.

Over-writing in the Performa of Schedule-X of the Tender Document is not permitted.

- 1.7.13** In case, the rate given in figure and word differs, **the rate written in words shall be final and taken for evaluation purpose.**
- 1.7.14** The tender shall be uploaded in two stage system (i.e. I stage is Techno- Commercial Bid and II stage is Price bid) fulfilling the same in all respects.
- 1.7.15** EMD, Cost of Tender document & Acceptance of integrity pact should be sent to KPL in a sealed cover. This sealed cover shall be addressed to the **General Manager (MS)**, KAMARAJAR PORT LIMITED, Nr NCTPS, Vallur Post Chennai 600120 and shall be super-scribed as **TENDER FOR “SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 8 NOS POLYETHYLENE BUOYS ALONG WITH INBUILT GPS, COMPLETE MOORING ACCESSORIES AND SOLAR LANTERNS IN KAMARAJAR PORT CHANNEL”.**

- 1.7.16** **The Bidder shall not put any conditions in the Tender document or in price bid. Any condition in the price bid shall disqualify the Bidder and the tender shall be rejected. The price bid shall be submitted in format of the Bill of Quantity (BOQ) /price bid in the website only. The Bidder shall not indicate his rate anywhere directly or indirectly in the documents Techno- Commercial Bid.** Any counter offer as well as any alterations, additions, deletions or editing in the scope of work/tender documents observed at any stage shall be rejected outright.
- 1.7.17** Bid submitted through e procurement method alone will be considered.
- 1.7.18** The buoys offered by the Bidder as per the technical specification submitted by them shall only be deployed for operation if the offer of the Bidder is accepted. The buoys delivered and should be deployed by contractor and should complete all the works such as installation, testing, commissioning etc and submit related all certificates, manuals, cd etc to GM (MS) or his representatives. However, in case the Bidder is not in a position to deploy the offered buoys within given time as above liquidated damages will be collected. The BG towards Performance Guarantee shall be encased.
- 1.7.19** The successful Bidder shall have to replace the Buoy or its accessories in case of obsolescence or damage due to transportation/delivery / supply or testing / installation/ commissioning at port premises or faulty operation or due to natural calamities.
- 1.7.20** The tender shall be prepared, signed and submitted only by such Firm/consortium/Corporation / Joint venture entity/Company in whose name the tender documents have been purchased. All pages of the tender shall be signed. The Bidder shall submit the tender duly completed and shall be without any alterations, interlineations, corrections or erasures except those in accordance with the addendum (s) corrigendum (s) so issued by the port or as may be required and necessary to correct errors made in the tender earlier. All such cancellations/alterations/ amendments/ changes shall be initialed by person(s) signing the tender and duly authorized. If any discrepancies are observed between figures and words in the rates quoted, while evaluating the bid, the rates quoted in words shall supersede the rates quoted in figures.
- 1.7.21** The Bidder shall quote the price in Bill of Quantity (BOQ) in **Indian Rupees only**. No other currency would be accepted. Any offers received in other currencies will be treated as **“Non Responsive”** and will not be considered for further evaluation.
- 1.7.22** The Bidder must submit all details, documents etc., as required in the tender and fill all the annexure of the tender documents and also fill

in the format given in Scheduled VIII (List of documents submitted by the Bidder) for submission for all documents. In case the Bidder fails to do so, it shall not be treated as Responsive Offer.

1.8 PRE-BID MEETING :-

1.8.1 A Pre-Bid Meeting will be conducted on 11.08.2017 at 1100 hrs to discuss specifications and tender conditions.

1.8.2 The prospective Bidders who require clarification on the tender document may send their questionnaire to the General Manager (MS) by post or fax. The questionnaire should reach the Office of the General Manager (MS) on or before of the Pre bid Meeting i.e. up to 1100 Hrs. on 07.08.2017 at the address

**General Manager (MS)
Kamarajar Port Limited
Vallur Post Nr NCTPS
Chennai 600120.**

Email: gm-ms@epl.gov.in & balan@epl.gov.in

Phone No: 044-27950030-40.

1.8.3 After the pre-bid meeting the reply to the questionnaires shall be compiled and notified by publication of addendum /corrigendum in KPL website. The reply shall be a part of the tender document. Before submission of tenders by the Prospective Bidders, if the KAMARAJAR PORT LIMITED desires to issue any clarification to the Tender Document, the clarification issued shall be addendum, corrigendum to the Tender Document and will be published in KPL website.

1.9 SUBMISSION & CLOSING OF TENDER:

1.9.1 The Bidder shall submit their offers (Techno-Commercial Bid and Price Bid) through **e-procurement mode only**. The acknowledgement of deposit /receipt/ copy of Demand Draft and BG towards EMD has to be uploaded at the time of submission of bid and the originals should be submitted positively before opening

The technical bid. The original may be submitted by post, courier or by hand at KPL Port Office, Vallur Post, Chennai – 120

1.9.2 In case of a Company, agreement has to be signed by an authorized person where such authority is derived from a Board Resolution and a copy of such Board Resolution/ Declaration duly attested by the Company Secretary/Director of the Board of Directors of the bidding Company is to be enclosed as a proof of authority.

1.10 OPENING OF THE TENDERS:-

The Techno-Commercial Bid will be opened at **1500 hrs on 06.09.2017** at **KAMARAJAR PORT LIMITED Nr NCTPS Vallur Post Chennai 600120** in the presence of one authorized representative of Bidder, whose tender has been received on or before the due date and time. The authorized representatives should have the letter from the company/firm indicating he will represent on behalf of his company.

- 1.10.1** The offers not accompanied by EMD amount, & Acceptance of integrity pact as mentioned in Clause 1.4 will be summarily rejected and the representative will not be allowed to participate in the Tender Opening.
- 1.10.2** The Price Bid of the Pre-Qualified Bidders will be opened on the date and time so fixed by the General Manager (MS), KAMARAJAR PORT LIMITED and intimated to all the Pre-Qualified Bidders. One authorized representative of the Pre-Qualified Bidders shall be permitted to attend the opening of the Price Bid.

1.11. RESPONSIVE OFFER

The KAMARAJAR PORT LIMITED will scrutinize the tenders to determine whether the tender is responsive to the requirements of the Tender Documents, including Technical Specifications without any deviation or reservation. An **offer shall be considered responsive**, if the Tender documents:

- (i) Are received by the due date and time including such extension thereof.
- (ii) Is signed, sealed and marked as stipulated and uploaded.
- (iii) Contains all the information as requested in the tender documents and the covering letter in the format specified in Schedule II and list of documents submitted in Schedule VIII
- (iv) contains information in formats same as those specified in this tender documents;
- (v) Mentions the validity period as set out in Clause 1.12 of the Tender;
- (vi) Is accompanied by the MoU (for a Joint Venture) as stipulated. In case of MoU it shall be clearly mentioned that all the parties to the joint Venture are jointly and severally liable to the KAMARAJAR PORT LIMITED in the execution of the Contract/ A declaration from the board of the directors of the companies to this effect.
- (vii) Is accompanied by MoU with experienced Operator, if applicable.
- (viii) Is accompanied by the power of Attorney as specified, in Schedule- IV or Schedule - V as applicable.
- (ix) Acceptance of integrity pact has to be uploaded along with the technical bid and original hard copy has to be submitted to the port along with EMD prior to opening of technical bid.
- (x) Is accompanied with an undertaking that their firm is not black listed by any major/minor/private ports of INDIA, Indian Ports Association (IPA), and Ministry of Shipping.

- (xi) Is accompanied with an undertaking that their firm accept all terms and conditions of the Tender.

While submitting the clarification regarding the Techno-Commercial Bid, the Bidder shall not be allowed to change the Price. In case, the Bidder desires to change Price, the Tender shall be rejected and EMD forfeited.

1.11.1 NON-RESPONSIVE OFFER

The Tender is liable to be rejected as 'Non-Responsive Offer', if it is found that:

- (i) The Bidder includes/adds any condition in the Price Bid;
- (ii) All corrections and over writings are not signed, dated and stamped by the authorized signatory signing the tender.
- (iii) The Rate is not quoted in Bill of Quantity (BoQ) as per the instructions given in the Tender Document.
- (iv) The rates are quoted in a currency other than Indian Rupees.
- (v) Tenders directly submitted by any foreign firms without joint venture agreement with an Indian firm.
- (vi) Tenders without essential documentary proofs.
- (vii) Tenders submitted without mentioning in detail the specification of the buoys to be delivered or those found non conforming to the technical specification as mentioned in the 'Scope of Work' of the tender document.
- (viii) Tenders without furnishing the proof for average annual turnover for the last three years and other financial reports as mentioned in Clause 1.6.2
- (ix) The Tenders submitted without the EMD & Acceptance of integrity pact as mentioned in clause 1.4
- (x) Not accompanied with an undertaking that that their firm is not black listed by any major/minor/private ports of INDIA, Indian Ports Association (IPA), Ministry of Shipping.
- (xi) Not accompanied with an undertaking that their firm accept all terms and conditions of the Tender.

The KAMARAJAR PORT LIMITED reserves the right to reject any offer that is non-responsive on the grounds listed in the Tender condition or for any other reasons. The Port will not entertain any requests for alteration, modification, substitution or withdrawal in respect of such offers.

1.12 VALIDITY OF THE TENDER:-

- 1.12.1 The tender shall remain valid for a period of 120 days from the date of opening of the technical bid.** The Kamarajar Port Limited reserves the right to seek extension of the validity period. The request for extension and response thereto shall be made in writing and the Bidders shall have an option to agree or to refuse within the time mentioned in the letter seeking such extension by the KPL. However, in the event of the Bidder agreeing to the request, they will not be permitted to modify the tender conditions including the Price Bid. The

Bidders if refuse to extend the validity then EMD shall not be forfeited and the EMD of such Bidders shall be returned to the Bidder within 30 days of date of receipt of their communication regarding refusal to extend the validity of the tender.

1.12.2 The Kamarajar Port Limited shall not pay interest on the EMD and Security Deposit under any circumstances.

1.12.3 In the event of the Bidder withdrawing the tender after its submission and before the expiry of the validity period, the Bidder's offer shall be cancelled and the EMD shall be forfeited. The EMD of the Bidders who are not Pre-Qualified shall be returned within 15 days of communication of failure to Pre-Qualify. The EMD of the Pre-Qualified Bidders except the successful Bidder shall be refunded within 30 days of issue of Letter of Award to the successful Bidder.

1.13 **RATE:-**

The Bidder shall quote the Rates per group of buoys i.e. Fairway Buoy – 1 no, Portside Lateral Buoys – 4 no's, Starboard Lateral Buoys – 3 no's separately in Indian Rupees as per the Bill of Quantity (BoQ) of Tender Document and the same shall be paid in Indian Rupees only.

1.13.1 PARTNERSHIP FIRM/OR JOINT VENTURE FIRMS/CONSORTIUM / FOREIGN FIRMS:-

The tender submitted on behalf of a consortium (partnership firm/company/Consortium/ Joint Venture) shall also comply with the following requirements: -

(i) It should be signed by the person/persons holding a valid Power of Attorney and shall be accompanied by a valid Power of Attorney.

(ii) In the case of successful Bidder, the Agreements shall be signed in legally acceptable form in stamp paper duly notarized so as to be legally binding on all the partners. A copy of such an agreement shall be enclosed in Techno Commercial bid.

(iii) One of the partners of the consortium shall be nominated as being Lead partner/Partner-in-charge, and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners or partners themselves.

(iv) The partner in-charge shall be authorized to receive instructions for and on behalf of any and all the partners of the Joint Ventures and the entire execution of the contract including payment shall be carried out exclusively through the partner in-charge.

(v) All partners of the Joint Venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a relevant statement to this effect shall be included in the authorization mentioned above as well in the agreements (in case of a successful Bidder).

(vi) In the event of default by any Joint Venture partner in the execution of his part of the contract, the partner in-charge will have the authority to assign the work to any other party acceptable to Kamarajar Port Limited to ensure the execution of that part of the Contract at the same rates and terms and conditions of the Contract.

(vii) A notarized copy of the agreement entered into by the joint venture partners or Memorandum of Understanding (MOU) of forming a Joint Venture shall be submitted with the tender. Any such Agreement shall be in a legally acceptable form in Stamp Paper.

(viii) The apportionment of works of this tender between the partners of the joint venture should be clearly spelt out in this agreement.

(ix) All Cheque towards any payment to the successful Bidder during the currency of contract shall be issued by Kamarajar Port Limited in the name of Partnership Firm/ Company/Consortium/Joint Venture only and not in the name of individual.

(x) No foreign firm shall directly participate in the tender. However foreign firms can participate in a joint venture with any Indian firm and in such cases copies of the agreements of the joint venture / Consortium shall be submitted along with the Tender.

1.14 ADDENDUM / CORRIGENDUM OF TENDER DOCUMENTS:-

1.14.1 At any time prior to the last dates for submission of tenders, Kamarajar Port Limited may for any reason whatsoever change or modify the tender documents by addendum/corrigendum. The addendum / corrigendum so carried out will be forwarded to all the prospective Bidders who have downloaded the Tender Documents. In addition to the above all the information will be uploaded in the websites www.ennoreport.gov.in and www.eprocure.gov.in . KPL is not responsible for non receipt of Corrigendum for any reasons including postal delays. The amendment so carried out will form part of the tender and shall be binding upon the Bidders. The KAMARAJAR PORT LIMITED may at their discretion extend the last date of submission of the tenders to enable the Bidders reasonable time to submit their tender after taking into consideration such addendum/corrigendum.

1.15 CHARGES TOWARDS STAMP DUTY & EXECUTION OF AGREEMENT:-

All costs, charges and expenses including stamp duty or any other costs in connection with the contract as well as preparation and completion of agreement by the Bidder's attorneys shall be borne and payable by the Bidder.

1.16 PROCESS TO BE CONFIDENTIAL:-

After the opening of the tenders, information relating to the examination, clarification, evaluation and comparisons of tender and recommendations concerning the award of contract shall not be disclosed to

Bidders or any other persons. Any efforts by the Bidders to influence the Kamarajar Port Limited in the process of examination, clarification, evaluation and comparisons of tenders and decisions concerning the award of contract may result in rejection of the Bidder's tender.

1.17 CLARIFICATION OF TENDERS:-

Kamarajar Port Limited shall carry out evaluation of Techno Commercial Bids and comparisons of tenders, the Kamarajar Port Limited may ask Bidders, individually or collectively for clarification of their tenders. The request for clarification and the response shall be in writing by fax or by post and the Bidder shall submit their replies within 7 working days from the date of sending the communication from the Office of the General Manager (MS). KPL will not be responsible for any delays in receipt of clarifications. No change in price or substance of the tender shall be sought, offered or permitted nor shall the Bidders be permitted to withdraw their tender before the expiry of the tender validity period.

1.18 EVALUATION & COMPARISON OF TENDERS:-

- (i) After scrutiny and examination of technical bid by the tender committee qualified bidders will be intimated separately.
- (ii) Price bids of those Bidders, who have qualified techno commercially, will be opened and rate for valuation will be calculated.
- (iii) IALA / IACS – recommendations/approval/standards & guidelines shall be applicable for the evaluation of the tender. Further, amendments to the guidelines, if any, issued by IALA /IACS shall also be applicable.
- (iv) KPL reserves the right to select the offer of the Bidder for the Buoy whose overall price as per Instructions to Bidders is evaluated to be the lowest or beneficial to the Port will be considered for award of contract.
- (v) KAMARAJAR PORT LIMITED decision on this shall be final, conclusive and binding.

1.19 NOTIFICATION OF AWARD :-

The KAMARAJAR PORT LIMITED shall intimate the successful Bidder by writing through auto replay by e-procure mail/letter/fax confirming that their offer has been accepted prior to the expiry of the tender validity period. This letter is to be called as Letter of award (LOA).

1.20 SIGNING OF AGREEMENTS:-

- 1.20.1** The successful Bidder shall send the Letter of Acceptance (LOA) within **reasonable period of time not exceeding 15 days** of issue of the Letter of award (LOA). In case the successful Bidder fails to send the Letter of Acceptance within the period stipulated above, the Letter of

Award (LOA) is liable for cancellation and the EMD of such successful Bidder shall be forfeited.

1.20.2 Any correspondence/clarification /requests etc., whatsoever received from the Bidder after the receipt of the Letter of Acceptance by the Kamarajar Port shall not be entertained and no extension of time will be granted except for genuine reasons. The decision for such an extension will be on KPL discretion.

1.20.3 **The successful Bidder(s) shall sign the Agreement within 15 days from date of issue of Letter of Acceptance (LOA) by the Bidder.** The successful Bidder shall furnish the **Security Deposit for Performance Guarantee an amount equal to 10% of the accepted tender value for four months with claim period of 3 months additionally** in the form of the Bank Guarantee before signing the Contract agreement. If the successful Bidder fails to come forward within the stipulated time of 15 days to sign the Agreements, the Letter of Award is liable for cancellation and the EMD of the contractor will be forfeited. **The Bidder shall not be allowed to sign the contract Agreement without submitting the Performance Guarantee.**

1.21 COMMENCEMENT OF OPERATION / DELIVERY PERIOD :-

1.21.1 The Bidder who has been awarded the contract for said tender work shall deliver the buoys within 60 days from the acceptance of the bid.

Any delay in delivery of the buoys by bidder of the buoys or transshipment delays or any other reason including force majeure will not be accepted for delay in delivery.

The buoys offered by the Bidder as per the specification submitted by them in the Schedule-X (Technical Specifications) shall only be deployed for operation if the offer of the Bidder is accepted.

However, Buoys will be delivered within the 45 days from acceptance of bid failing which, the liquidated damages applicable. The BG towards Performance Guarantee shall be encashed.

1.21.2 **The successful Bidder for supplying the buoys shall deploy as per IALA/IACS regulations and guidelines and submit proof which should include technical specification as per SCHEDULE-X.** IALA OR IACS shall certify that this BUOYS and its deployment are complying with tender conditions and bidder's submission as per international guidelines and regulations. The trial shall be carried out at Kamarajar Port and the Bidder shall ensure that the buoys delivered and deployed as per IALA / IACS Guidelines/Standards and recommendations and approvals. No additional amount will be paid except quoted cost. In case the any discrepancy or defect found when installation and testing, commissioning of buoys are required to replace the item and deploy. **KPL crafts may be utilized for deployment of buoys in Kamarajar port channel as per scale of rates. Contractor may visit the port site at his own cost for feasibility.**

General Manager (MS)/ his representative after scrutiny of certificates including Manufacturer's test certificate IACS, IALA related reports and all documents, Insurance, and other documents may if necessary order for further survey / inspection / trials. On satisfactory conduct of survey / inspection / trials and confirming the validity of certificates and other documents, the buoys will be accepted in writing for deployment and operation at Kamarajar Port.

The buoys shall be delivered and installed and to carry out other related works as per tender conditions.

The Bidder shall take prior permissions for his requirements like authorizations for getting the passes, Gate Passes for bringing materials etc., from the Controlling Officer i.e. GM (MS) or his representative.

1.22 INSURANCE:

Without limiting his obligation and responsibilities under clause 11 – ‘Employer’s Risk’ and Clause 12 – ‘Contractor’s Risks’ hereof, the contractors shall insure in the joint names of the Employer and the contractor against all loss or damage from whatever cause arising (other than the Employer’s Risks) for which he is responsible under the terms of the contract and in such manner that the Employer and contractor are covered during the period of construction or the works are also covered during the period of maintenance for loss or damage arising from a cause occurring prior to the commencement of the period of maintenance for loss or damage arising from a cause occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clauses 1.22.7.

- i. The works and the temporary works shall be insured to the full value of such works executed from time to time.
- ii. The materials, constructional plant and other things brought on to the site by the contractor to the full values of such materials, constructional plant and other things.
- iii. As in case of sinking of constructional plant and equipment for the cost of salvage of the same as assessed by the port, such insurance shall be affected with an insurer and in terms approved by the Engineer. The contractor shall whenever required, produce to the Engineer or Engineer’s representative, the policy or policies of insurance and the receipts for payment of the current premium provided always that without limiting his obligations and responsibilities as aforesaid, nothing in the clause contained shall render the contractor liable to insure against the necessity for the repair reconstruction of any work with the materials or workmanship not in accordance with the requirements of the contract.
- iv. The contractor has to take **Contractor’s All Risk (CAR) insurance.**

1.22.1 Urgent works and / or repairs:

If by reason of any accident or failure or other event occurring to or in connection with the works or any part thereof either during the execution of the works or during the period of maintenance and remedial or other work, repairs shall in the opinion of the Engineer or the Engineer’s representative be urgently necessary for

security and the contractor is unable or unwilling at once to do such work or repair, then the Employer may by his own or other workmen do such work or repair as the Engineer or the Engineer's Representative may consider necessary. If the work or repair so done by the Employer is work which in the opinion of the Engineer, the contractor is liable to do at his own expense under the contract, all costs and charges properly incurred by the employer in so doing shall on demand be paid by the contractor to the Employer or may be deducted by the employer from any moneys due or which may become due to the contractor. The port also reserves the right, to en cash the Bank Guarantee deposited in the EPL favour towards security deposit for recovering the dues, claims, charges etc., payable to the Trust by the Contractor. Provided always that Engineer's representative (as the case may be) shall as soon after the occurrence of any such emergency as may be reasonably practicable, notify the contractor thereof in writing.

1.22.2 Third Party Insurance

Before commencing the execution of the works, the contractor but without limiting his obligation and responsibilities under clause 13.5 hereof shall insure against any damage, loss or injury which may occur to any property (including that of the Employer or to any person including any employee) if the employer by or arising out of the execution of the works in carrying out of the contract otherwise that due to the matter referred in the provision to clause 1.22.4

1.22.3 Minimum amount of the Third Party Insurance

Such insurance shall be effected with an insurer and in terms approved by the Employer and the contractor shall whenever required produce to the Engineer or the Engineer's representative, the policy or policies of insurance and the receipts for payment of the current premiums.

1.22.4 Accident or injury to workmen

The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other persons in the employment of the contractor and the contractor shall indemnify and keep indemnified, the Employer against all such damages and compensation and against all claims, demands, proceedings, cost, charges and expenses whatsoever in respect thereof or in relation thereto.

1.22.5 Insurance against accident etc., to workmen

The contractor shall continue such insure against such liability with an insurer approved by the employer and shall continue such insurance during the whole of the time that any person or employed by him on the works and shall when required produce to the Engineer or the Engineer's representative such policy of insurance and the receipt for payment of the current premium provided always that in respect or any persons employed by any subcontractor, the contractor's obligation to insure as aforesaid under this sub clause, shall be satisfied if the subcontractor shall require such sub contractor to produce to the Engineer or Engineer's representative when required, such policy of insurance and the receipt for payment of the current premium.

1.22.6 Remedy of Contractor's failure to insure:

If the contractor shall fail to effect and keep in force the insurance referred to in the clauses 1.22, 1.22.2, 1.22.3 & 1.22.5 above hereof or any other insurance which he may be required to effect under the terms of the contract then, and in any such case, the employer may effect and keep in force any such insurance and pay such premium or premium as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer with interest as stated below from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor at the rate of 3% above the prevailing

Bank rate of 11% or as announced by the Reserve Bank of India from time to time under section 49 of Reserve Bank of India Act, 1934.

1.22.7 Compliance with Rules and Regulations:

The contractor shall at all times during the currency of the contract conform to and comply with the regulations and by-laws of the State or Central Government or of the KPL and off all other local authorities, the provisions, contained in the various labour acts enacted by the State Legislature and Central parliament in force and the rules made there under the said act, Health and Sanitary arrangements for worker and safety code and the Contract (Regulation and Abolition) Central Rules 1971 etc. for welfare and protection of workers or for the safety of the public and other insurance provisions. The KPL shall not be liable for the failure of the contractor in conforming to the provisions of the Acts, Rules and Regulations referred to in the above para and in case of any contravention of the provision of the Acts, Rules and Regulations etc. the contractor shall keep the KPL indemnified against any loss, cost and damages in the event of any action being taken for contravention.

1.23 ADVANCES:

No Advance for delivery of buoys shall be paid to the successful Bidders.

1.24 INTEGRITY PACT:

The bidders shall given an undertaking in KPL format (Sch. XI) 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.

The bidders shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.

It is a specific requirement for considering the tender that the Bidder should sign and submit and 'integrity pact' as per Schedule XI to be executed between the Bidder and "The Authority" along with the bid (a scanned copy uploaded) and hard copy in a separate envelop super scribed an "Integrity Pact" along with EMD. Bids not accompanied by a duly acceptance of integrity pact and EMD shall be liable for rejection.

1.25 NO CORRESPONDENCE WITH UNSUCCESSFUL BIDDER:-

No correspondence will be entertained by the KAMARAJAR PORT LIMITED from the unsuccessful Bidders.

1.26 KAMARAJAR PORT LIMITED's RIGHT TO ACCEPT REJECT ANY TENDER OR SPLIT OR CANCEL THE ENTIRE TENDER PROCESS.

The Kamarajar Port Limited reserves the right to accept or reject any or all offers or drop the entire tendering process without assigning any reason thereof.

2. GENERAL CONDITIONS OF CONTRACT

2.1 DEFINITIONS AND INTERPRETATIONS:-

In the contract (as hereinafter) defined the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

- 2.1.1** **'BOARD'** means the Board of Directors of Kamarajar Port Limited.
- 2.1.2** **'CHAIRMAN'** means the CMD of KAMARAJAR PORT LIMITED.
- 2.1.3** **'Director (MS)'** means the Director (Marine Services) of Kamarajar Port Limited.
- 2.1.4** **'Director (O)'** means the Director (Operations) of Kamarajar Port Limited
- 2.1.5** **'General Manager (MS)'** means the General Manager (Marine Services), the head of Marine Services Department Cum Deputy Conservator of the KAMARAJAR PORT LIMITED.
- 2.1.6** **'CONTROLLING OFFICER'** means the General Manager (MS) Kamarajar Port Limited or his representative.
- 2.1.7** **'ISPS'** means International Ship and Port Facility Security Code.
- 2.1.8** **'THE KAMARAJAR PORT LIMITED or KPL.'** means Board of Management of Kamarajar Port Limited.
- 2.1.9** **'IALA' means International Association of Marine Aids to Navigation and Light House Authorities.**
- 2.1.10** **'IACS' International Association for Classification of Societies.**
- 2.1.11** **'THE CONTRACTOR OR SUCCESSFUL BIDDER'** means the person or persons, firm, corporation, joint ventures or company whose tender has been accepted by the KAMARAJAR PORT LIMITED and includes the contractor's servants, agents, workmen, personal representatives, successors and permitted assigns.
- 2.1.12** **'CONTRACT'** means the Tender which includes Instruction to Bidders, General Conditions of Contract, Form of Tender, Technical Specification, Letter of Acceptance, Bank Guarantee in respect of satisfactory performance of contract, scope of work, schedules, queries raised by the Bidders before and during the pre bid meeting, written replies and any addendum/corrigendum thereto, related correspondences with the Bidders and all correspondences leading to the award of contract should form part of the contract document. Any addendum thus issued to all the Bidders and

answers to the queries raised during the pre bid meeting will form part of the Contract document.

2.1.13“**CONTRACT PRICE**” means the total sum of money to be paid by KPL to the contractor for satisfactorily rendering the services as per the contract subject to such additions thereto or deductions there from as may be made under the provisions hereinafter contained.

2.1.14‘**APPROVED/APPROVAL**’ means the approval in writing.

2.1.15‘**DELIVER**’ means Supply of buoys for installation, Testing and commissioning of buoys at the Kamarajar Port Channel as required by the KAMARAJAR PORT LIMITED.

2.1.16‘**Buoys**’ means the buoys along with all accessories including Solar lanterns, inbuilt GPS, Battery, mooring gears etc.,

2.1.17‘**IN WRITING**’ or ‘**WRITTEN**’ means a letter handed over from the Charterer to the Successful Tender or vice versa, a registered letter, telex, tele-fax or other modern form of written communication.

2.1.18‘**AUDITOR**’ means a statutory auditor as defined in the Company’s Act, 1956.

2.2 GENERAL CONDITIONS OF CONTRACT

2.2.1 PERIOD OF COMPLETION:-

The Bidder shall deliver the buoys with complete accessories to port premises within 60 days on receipt of work order. Installation, testing and commissioning of buoys to be done as per the terms and conditions of contract within stipulated period i.e. 120 days from the date of award of contract..

2.2.2 Contract RATE:-

The Bidder shall quote the Contract Rates separately per set of buoys – Portside and Starboard side and one no of Fairway in Indian Currency only in the format given as Each Bill of Quantities (BoQ) of the Tender Document. The Contract Rate given in other currencies and in any other format by any Bidder shall be termed as Non-Responsive Offer and the offer will be rejected. The rate quoted by the Bidder shall be kept firm throughout the currency of the Contract period and no escalation in the contract rate shall be accepted.

The CONTRACT amount submitted by the Bidder shall be gross rate after taking into consideration of Cost of buoys with complete accessories, Taxes (except Service tax), all payments on account of delivery, freight charges etc and loading and unloading, deployment i.e. installation, testing and commissioning at port channel.

The Kamarajar Port Limited will provide the crafts/tug services to the contractor as per the prevailing scale of rates.

The rate should be quoted for the entire contract period and there shall not be any escalation in the quoted contract rate.

The Contractor shall be provided space for buoys until its deployment at port channel area shall not be required to pay the Port related charges like license fee, etc.

If during the contractual period the performance is found not as per the terms and conditions laid herein, the buoys deployment may be surveyed by a third party at the Bidders cost and found not as per the terms and conditions of the contract, the performance guarantee forfeited and balance payment will not be released.

2.2.3 CONTRACT COMMITMENT:-

The Bidder shall commit to provide the buoys with complete accessories to KAMARAJAR PORT LIMITED for installation, testing and commissioning as per the Tender specifications of the KAMARAJAR PORT LIMITED in a good condition duly certified by the IALA/IACS with valid Insurance, as per statutory regulations for the entire contract period.

2.2.4 CONTRACT AGREEMENT:-

The Bidder in consideration of payments to be made to him shall execute the contract as described in the tender including any amendments or additions or alterations or changes thereto. The Agreement shall be executed within 15 days from the date of issue of Letter of Acceptance.

2.3 CARE AND DILIGENCE:-

2.3.1 The Bidder shall exercise all responsible care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to the Kamarajar Port Limited for the proper, efficient and effective carrying out of their duties.

2.3.2 The contract shall commence and terminate at **Kamarajar Port Limited**. The buoys with complete accessories would be accepted by KPL on production of manufacturer certificate and as per IALA/IACS approvals at Kamarajar Port Limited.

2.3.3 EXECUTION:

The Contractor shall in consideration of payments to be made to him as hereinafter provided, execute and perform the work set forth as described in

the tender, including any amendments or additions or alterations or changes thereto.

2.3.4 NOTIFICATION OF AWARD:

- a) Prior to the expiration of the period of tender validity prescribed in the tender, KPL will notify the successful Bidders through letter/s by post/fax confirming that their offer has been accepted for award of contract. This letter is to be called Letter of Award (LOA). This Letter of Award shall indicate the sum, which KPL will pay to the Contractor in consideration of the execution of the contract by the contractor.
- b) The Buoys have to be delivered at port premises of KPL positively within 60 days on receipt of work order.
- c) Upon the receipt of Letter of Award of the contract, the successful Bidders shall send Letter of Acceptance and prepare the Contract Agreement included in the Tender Document (Schedule - I), after taking into account any changes thereafter agreed by both the parties, at the earliest without any delay and complete all the formalities and submit the same to KPL. Duly executed on stamp paper for appropriate value within 15 days from the date of issue of Letter of Award. One set of the agreement will be returned to the Contractor after the signature of appropriate authority.
- d) The successful Bidder shall submit BG towards Performance Guarantee prior to signing of agreement.
- e) Any delay caused due to any correspondences / clarifications / requests etc. received from the Bidder after the date of issue of the Letter of Award will be to the account of the successful Bidder and no extension of time will be granted.

2.3.5 GUIDELINES TO BIDDER:-

PAYMENT TERMS:-

The KAMARAJAR PORT LIMITED shall make payment for the contract as per rate quoted for buoys in the Each Bill of Quantities (BoQ) in Indian Rupees after adjusting the recoveries payable by the Contractor under this Agreement.

Payment shall be released on furnishing performance bank guarantee and signing the agreement by the bidder as per the following terms:

1st payment - 30% payment with work order.

2nd payment – 30% payment shall be released against supply of buoys with complete accessories in good condition at port premises.

3rd payment – 40% shall be released after successful installation, testing and commissioning the buoys with complete accessories at Kamarajar port

designated area and should produce the stability certificate as per IACS/ IALA guidelines and regulations and Acceptance by port for its use.

The contractor shall submit all relevant documents along with bill.

All other charges like P&F, freight charges, etc shall be included in the Unit Price.

The rate shall be quoted as per BOQ respective applicable taxes to be quoted in the respective column of the BOQ of price schedule.

2.4 GENERAL:-

The contract amount quoted shall be inclusive of applicable GST payable by the Contractor to the State Government, Central Government and Local Authorities in connection with deployment of buoys to Kamarajar Port.

2.4.1 TAX:-

Respective GST may be applicable

2.4.2 DEDUCTION OF TAXES & LEVIES AT SOURCE :-

The Kamarajar Port Limited shall deduct the Tax & Levies including Income Tax at source as per the Law applicable to the Contractor.

2.4.3 INCOME TAX

The deduction of tax at source if any shall be made by the Kamarajar Port Limited and deposited with the tax authorities and required certificate to this effect shall be issued to the Contractor.

2.4.4 LIEN:-

The Kamarajar Port Limited shall have a lien on and over all of any money that may become due and payable to the Contractor under this contract or any other contract or from any amount lying with them or under their control and in respect of any debt or sum that may become due and payable by the Kamarajar Port Limited to the Contractor either alone or jointly with another or other and either under this contract or under any other contracts or transaction of any nature whatsoever between the Kamarajar Port Limited and the Contractor.

2.4.5 PERFORMANCE GUARANTEE:-

The successful Bidder shall furnish an unconditional and irrevocable Bank Guarantee for total value of 10% of the yearly contract cost valid for a period of 4 (Four) months before signing the agreement ie, within 15 days from the date of issue of LOA. **The validity of the BG should be 4 (Four) months and additional 3 months claim period** from any Indian Nationalized bank / Scheduled bank enforceable and cashable at Chennai. The Kamarajar Port Limited will have unconditional option under the Guarantee to invoke the said Bank Guarantee and to claim the amount from the Bank. The Bank shall be obliged to make payment to the Kamarajar Port Limited upon mere demand without any demur. The Bank Guarantee shall be furnished in the format enclosed to the Tender Document. If in the case of delay in complete the contract within stipulated time due to force majeure or any other reason, the contractor is required to extend the validity of the performance bank guarantee suitably as required by the Kamarajar Port Limited. The Successful Bidder shall not be permitted to sign the agreement without submitting the performance guarantee.

2.4.6 CHANGE IN CONSTITUTION: -

Any change in constitution of either party at any time after this tender shall not affect the contract. Accordingly, parties or their successors/permitted assignees would continue to enjoy the rights and responsibilities after any change in constitution of either or both the parties during the course of the contract.

2.4.7 FINANCIAL BACKGROUND

The work covered under this contract is a time bound work and the work will have to be completed within the stipulated period. The contractor shall be financially sound so as to ensure sufficient cash flow for the said work.

2.4.8 ECS /RTGS PAYMENT

The Bidders are advised that all payments related to this subject work would be made through ECS (Electronic Clearing Service). The Bidder would be required to provide the following particulars of their bank account along with their bid. The payment will be made through ECS only.

Particulars of the bank A/C

1. Bank Name
2. Branch name & address
3. Phone No.
4. Type of account
5. Account number
6. Nine digit MICR Code number
7. IFSC code.

2.4.9 Mode of payment

Payment shall be made after the contractor prepares and submits the bills and relevant documents, certificates as per payment terms of the tender.

2.5 ASSIGNMENT AND SUB-LETTING:-

The Contractor shall **not sub-let** the contract or any part thereof **without the written permission** of the Kamarajar Port Limited nor assign the right and interest in these presents nor assume a fresh partner or partners nor dissolve the partnership at present existing between him in reference to this contract without the written permission of the Kamarajar Port Limited and such consent, if any, given shall not relieve the Contractor from any liability or obligations under the contract and the Contractor shall be responsible for the acts, defaults and neglects of any sub-Contractor or his servants, agents or workmen fully as if they were the acts, defaults or neglects of the Contractor provided always that the provisions on labour or a piecework basis shall not be deemed to be a sub-letting under this clause.

2.6 COMPLIANCE WITH STATUTORY REQUIREMENTS:

The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and bye laws including all statutory amendments and enactment of State or Central Government and other local authorities and any other enactments and acts that may be passed in future either by the State or Central Government or local authority including Indian Workmen's Compensation Act, Labour Laws and Equal Remuneration Act, 1976. Factories Act, Minimum Wages Act, IE Act 1956 Etc.

The Contractor shall indemnify and keep the Kamarajar Port Limited indemnified in case any proceedings are taken or commenced by any authority against the Kamarajar Port Limited for any contravention of any of the laws, bye laws or scheme by the Contractor. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the Kamarajar Port Limited is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Kamarajar Port Limited shall be entitled to deduct the same from any money due or that may become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sum which the Kamarajar Port Limited is required or called upon to pay or reimburse on behalf of the Contractor.

The contractor shall make his own arrangements for the engagement of all labors for doing the work or in respect of or in connection with the execution of work with safety equipment's.

2.7 CERTIFICATES:-

The Contractor shall comply with all acts, regulations and related to operation of deployment of buoys in Kamarajar port channel shall obtain necessary clearance, as required, from IALA, IACS, Manufacturers.

2.8 DELIVERY PERIOD:-

The buoys with complete accessories delivered within 60 days on receipt of work order in good and efficient condition for installation, testing and commissioning.

2.9 LIQUIDATED DAMAGES:-

In the event of the contractor failing to complete the execution of the work i.e supply, installation, testing and commissioning of buoys at Kamarajar port channel 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 herein, the contractor shall pay or allow KPL to recover a sum equal to **0.5% per week or part thereof for the total value of contract subject to maximum of 10% of the contract value as liquidated damages**. The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete deployment of buoys at port channel, or from any other of his obligations and liabilities under the Contract.

2.10 INDEMNITY:-

Notwithstanding all reasonable and proper precautions that may have been taken by the Contractor at all times during the currency of the agreement, the Contractor shall nevertheless be wholly responsible for all damages to the property of Kamarajar Port Limited during the currency of the agreement and the cost of such damages shall be borne by the Contractor.

KPL will not be responsible for any damage in executing the said work.

2.11 DISPUTE BETWEEN THE CONTRACTOR AND KAMARAJAR PORT LIMITED:-

1. In the event of any dispute or difference of whatsoever nature between the parties arising out of, in relation to, or in connection with the contract, including any dispute or difference arising from or in connection with termination, the parties shall, at the outset, attempt to resolve the said dispute or difference amicably. In the event there is no amicable resolution of the dispute or difference between the parties within thirty days from the date of notice of the said dispute or difference by either party, such dispute or difference shall be referred to a sole arbitrator to be nominated by the Chairman and Managing Director, KPL. Provided that notwithstanding the escalation of any dispute or difference to arbitration, (save and except such disputes as has arisen out of, or in connection with termination), the Contractor acknowledges and undertakes that its obligations

under the contract shall continue to subsist and its work under the contract shall continue without interruption during the subsistence of the dispute or difference.

2. The contract shall be subject exclusively to the laws of India. Subject to the aforementioned clause, the Courts at Chennai shall have exclusive jurisdiction with respect to the disputes or differences of whatsoever nature between the parties arising out of, in relation to, or in connection with the contract. The venue of arbitration shall be Chennai, and the arbitration proceedings shall be conducted in English.

3. The parties agree that the Arbitration pursuant to the Clauses 1 and 2 aforementioned shall be “fast track arbitration” and undertake that the parties shall share the expenses thereof in equal proportion.

2.12 TERMINATION OF CONTRACT:-

The Contract can be terminated under the following cases:

1. Contractor’s failure or omission or neglect or negligence or default to comply with or perform any of his duties, obligations under any of the Articles / Clauses of the Contract Agreement or Tender.
2. The Contractor fails to provide the Buoys as per the Technical specifications of Kamarajar Port.
3. The Contractor fails to fulfill the statutory requirements and other conditions as indicated in the Tender Document for commissioning of the Buoys.

In case, the Contract is terminated for any of the above reasons, the Contractor shall forfeit the B.G. Performance Guarantee.

2.13 FORCE MAJEURE:-

If the supply, installation, testing and commissioning of buoy with complete accessories is hindered due to force majeure such as war, riots, civil commotion, fire, epidemics and natural calamities like rain, flood, cyclone, draught etc. such period shall be exempted from completion period of this tender.

2.14 Deliverables

All manuals, drawing, Certificates, reports, statement, returns, diagrams, photographs video or drawings, soft copy if any, DVD etc. for buoy with complete accessories which the contractor is required to submit to KPL are unless otherwise directed, to be furnished in triplicate.

3. 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>.

Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal

1. The bidder shall **obtain e-token from a licensed Certifying Authority of National Information Centre (NIC) such as MTNL/SIFY/TCS / nCod e/ eMudhrato get access for Online Bid Submission through the e – Procurement site <https://eprocure.gov.in>**
2. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/Mtnl Trustline/Safe scrpt/TCS.
3. Bidder then logs into the portal giving user id / password chosen during enrollment.
4. The e-token that is registered should be used by the bidder and should not be misused by others.
5. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
6. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
7. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
8. **The BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.**
9. If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
10. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
11. Bidder should arrange for the EMD, Cost of Tender Document & Acceptance of integrity pact as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.

12. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
13. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
14. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
15. It is important to note that, **the bidder has to click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.**
16. In case of Offline payments, the details of the Earnest Money Deposit (EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected
17. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
18. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
19. At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
20. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
21. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
22. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected

23. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
24. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
25. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
26. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (**as per Server System Clock**).

GENERAL MANAGER (MS)
KAMARAJAR PORT LIMITED

4. SCOPE OF WORK

The contract involves supply, installation, testing and commissioning of 1 Nos. Fairway buoy and 7 Nos of channel buoys in which 3 Nos Starboard side and 4 Nos Portside, Both for region A according to IALA – Maritime buoyage System in kamarajar port channel at designated area as per given drawings.

On same terms and conditions as per broad specifications stipulated in the tender. The Bidder is required to submit all the specification of the buoys to be supplied to KPL as per Schedule X including the certificates of Manufacturer / IALA / IACS. KPL reserves the right to treat the tender as non-responsive if the information submitted by the Bidder is insufficient. The following are the minimum requirements:

4.1 TECHNICAL SPECIFICATIONS: Channel Buoys- 7 Nos (3 Nos Starboard side and 4 Nos Portside)

All buoys should consist tower section, IALA top mark, Radar reflector, stainless steel ladder, float and all accessories for lateral marks.

1. Body – 100% UV-stabilized virgin Polyethylene
2. Diameter – 2.5-2.8 mtrs
3. Overall height – 6-8 mtrs
4. Draft – 0.7 - 1.3 mtrs
5. Float volume – 5-7 m³
6. Max mooring load capacity – should handle atleast 2000kgs
7. Thickness – should withstand extreme weather conditions (at least 140-150kmph wind)
8. Safe working load – 5000kgs (atleast at one lifting point)
10000kgs (atleast at two lifting points)
9. Focal plane height – 2.5- 4mtrs
10. Nominal freeboard – 750-800 mm
11. Mass – up to 2000kgs
12. Ballast – 350-500kgs
13. Filling – Polyurethane
14. Radar reflector – branded
15. Product life expectancy – more than 20 years
16. Warranty – 4 years or more
17. Number of lifting points – 2
18. Number of mooring points – 2
19. Fasteners used – S.S.316 standard Bolts, nuts, washers etc.
20. Reserve buoyancy- adequate to keep buoy in upright position under extreme sea condition
21. Accessories- IALA approved day marks, top marks, lighting equipment, radar reflector should be inbuilt and with stand all weather conditions.
22. Min. No of man guard on the superstructure - 01 (with ladder)

Note: all the above should be complied with IALA standards.

Mooring:

23. Chain Length - (sufficient to meet sea conditions) 3 times the depth of the water

24. Mooring chain grade: MS (U2), Stud link type
25. Mooring chain diameter: 38 mm
26. Accessories – mooring chains, swivels, D-shackles etc. should be as per international standards.
27. Mooring gear – Should be certified by any of the Classification societies (IACS).
28. Sinkers – Min. 3000kgs

Lighting and solar Equipment-

1. Lighting type – Integral solar powered LED marine Lantern
2. Light source – LED
3. Range – Min. 4 Nautical miles
4. Colour – Red / Green (Number of each colour will be finalized prior to issuing Work Order)
5. Flashing – Adjustable intermittent quick flashing
6. Battery – Zero maintenance with minimum autonomy period of 20 days, i.e. the battery should provide sufficient power to the lantern even if the charging circuit
7. Battery capacity – 24Ah
8. Nominal Voltage – 12V
9. Battery life – Min. 4-5 years
10. Body material – UV resistant and should withstand marine environment
11. Water tightness – IP 68
12. Solar panel – integral with lantern and should be approved by IALA.
13. Solar output – 15-30 watts

Note: All The Necessary Certificates (Manufacturer And Test Certificated) To Be Furnished At The Time Of Supply.

Stability –

The Stability Of The Buoys Should Be Tested Before And After Fitment Of All Items Including Mooring, Lights Etc. Certificate Of “Satisfactory Stability Condition Of The Buoy” Should Be Provided. Design, Drawing on Stability to Be Submitted Along With Classification Society’s Certificates as per IALA Standards.

4.2 TECHNICAL SPECIFICATIONS: Fairway Buoy - 1 No

All buoys should consist tower section, IALA top mark, Radar reflector, stainless steel ladder, float and all accessories for lateral marks.

1. Body – 100% UV-stabilized virgin Polyethylene
2. Diameter – 3-3.2 mtrs
3. Overall height – 7-9 mtrs
4. Draft – 1.5 - 3 mtrs
5. Float volume – 10-12 m³
6. Max mooring load capacity – should handle atleast 2600kgs
7. Thickness – should withstand extreme weather conditions (at least 140-150kmph wind)
8. Safe working load – 5000kgs (atleast at one lifting point)
10000kgs (atleast at two lifting points)

9. Focal plane height – Min. 4.5mtrs
10. Nominal freeboard – approx. 800 mm
11. Mass – up to 2700kgs
12. Ballast – approx 765kgs
13. Filling – Polyurethane
14. Radar reflector – branded
15. Product life expectancy – more than 20 years
16. Warranty – 4 years or more
17. No of lifting points – 2
18. No of mooring points – 2
19. Fasteners used – S.S.316L standard Bolts, nuts, washers etc.
20. Reserve buoyancy- adequate to keep buoy in upright position under extreme sea condition
21. Accessories- IALA approved day marks, top marks, lighting equipment, radar reflector should be inbuilt and with stand all weather conditions.
22. Min. No of man guard on the superstructure - 01 (with ladder)

Note: all the above should be complied with IALA standards.

Mooring:

23. Chain length - (sufficient to meet sea conditions) 3 times the depth of the water
24. Mooring chain grade: MS (U2), Stud link type
25. Mooring chain diameter: 38 mm
26. Accessories – mooring chains, swivels, D-shackles etc. should be as per international standards.
27. Mooring gear – Should be certified by any of the Classification societies (IACS).
28. Sinker – Min. 4500kgs

Lighting and solar Equipment-

1. Lighting type – Integral solar powered LED marine Lantern
2. Light source – LED
3. Range – Min. 5 Nautical miles
4. Colour – WHITE
5. Flashing – Adjustable intermittent quick flashing
6. Battery – Zero maintenance with minimum autonomy period of 20 days, i.e. the battery should provide sufficient power to the lantern even if the charging circuit
7. Battery capacity – 24Ah
8. Nominal Voltage – 12V
9. Battery life – Min. 4-5 years
10. Body material – UV resistant and should with stand marine environment
11. Water tightness – IP 68
12. Solar panel – integral with lantern and should be approved by IALA.
13. Solar output – 15-30 watts

Note: All the necessary Certificates (manufacturer and test certificated) to be furnished at the time of supply.

Inbuilt GPS:

The Buoy has to be fitted with Inbuilt GPS System for Tracking.

Stability -

The stability of the buoys should be tested before and after fitment of all items including mooring, lights etc. Certificate of "Satisfactory stability condition of the Buoy" should be provided. Design, drawing on stability to be submitted along with classification society's certificates as per IALA standards.

Kamarajar Port shall be the port of delivery. The controlling officer of the Crafts shall be the General Manager (MS) of Kamarajar Port Limited and shall comply with all instructions from the General Manager (MS) of the Kamarajar Port Limited and/or his representative.

The Contractor will be responsible for any damage to port man/material at the time of supply installation and testing, commissioning of buoys.

The Contractor shall be responsible for the injuries, loss of life to the Workmen involved /Port personnel while carrying out the said work. The Contractor shall also be responsible for the damage to the Port's property or b to any third party. Any claims in this regard shall be to the Contractor's account.

The Contractor shall comply with IALA Guidelines & Standards, IACS and Regulations if any of Kamarajar Port Limited to deploy the buoys. The Contractor shall obtain necessary clearance, as required, for deploying the buoys.

The Contractor shall be solely responsible for reporting simultaneously to the General Manager (MS) and the Police Department immediately of any serious or fatal accidents when supply, installation, testing and commissioning of Buoys to any of his employees / workmen engaged by him. The Contractor shall indemnify the Kamarajar Port Limited against any claims or actions arising there from.

The Contractor shall carryout the works strictly in accordance with the contract to the satisfaction of the Controlling Officer i.e. the General Manager (MS) or his authorized representative of Kamarajar Port Limited and shall comply with and adhere strictly to his instructions and directions on any matter (whether mentioned in the contract or not.

**GENERAL MANAGER (MS)
KAMARAJAR PORT LIMITED**

SCHEDULE - I**CONTRACT AGREEMENT**

IT IS THIS _____ day of ____ Two Thousand-----mutually agreed between the Board of, KAMARAJAR PORT LIMITED, hereinafter referred to as “the Board” (which expression shall mean and include their assignees and successors) on the one part AND M/s..... a company having its Office at Hereinafter referred to as the “the Contractor” (which expression shall mean and include their permitted assignees and successors) on the other part:

WHEREAS the KAMARAJAR PORT LIMITED have under a Contract entered into an agreement with M/s..... for **“SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 8 NOS POLYETHYLENE BUOYS ALONG WITH INBUILT GPS , COMPLETE MOORING ACCESSORIES AND SOLAR LANTERNS IN KAMARAJAR PORT CHANNEL”**.

AND WHEREAS the said buoys are at the disposal of the KAMARAJAR PORT LIMITED.

AND WHEREAS the Contractor herein has agreed to deliver the said buoys on the terms and conditions contained herein:

NOW THIS AGREEMENT WITNESSETH

- 1) In this agreement words and expression shall have the same meaning as are respectively assigned to them in the general conditions (including special conditions, if any) of contract hereinafter referred to.
- 2) The following documents shall be deemed to form and read as construed part of this agreement viz.
 - I. Notice inviting tender
 - II. Technical specifications
 - III. Special conditions of contract
 - IV. Tender submitted by Contractor
 - V. Drawing of designed area to deploy buoys in Kamarajar port Channel
 - VI. The schedule items of work with quantities and rates / BOQ
 - VII. Any correspondence made between GM (MS) or his representative and the contractor after opening of the technical bid as regards to contain clarifications/ details called for vice versa.
 - VIII. Common terms and conditions offered to contractor and their acceptance including confirmation to withdrawal of their own terms and conditions offered with the tender i.e. Technical bid.
 - IX. Bank guarantee for security deposit.
- 3) The contractor hereby covenants with Kamarajar Port Limited to complete the work of _____
In conformity in all respects, with the provisions of the contract.

4) The Kamarajar Port Limited covenants to pay the contractor in consideration of such completion of the works, the contract price of Rs. _____ (Rupees _____)
At the time and in the manner prescribed of the contract.

IN WITNESS WHEREOF: This Contract is executed at Chennai on the day and date first herein above written the undersigned competent witnesses.

for M/s.-----

KAMARAJAR PORT LIMITED.

(Contractor)

(Employer)

WITNESS

WITNESS

SCHEDULE – II
FORMAT OF THE COVERING LETTER

(To be submitted by the Bidder)

Date:

The Chairman and Managing Director,
 KAMARAJAR PORT LIMITED,
 Vallur post Nr NCTPS,
 Chennai – 600120

Dear Sir,

Sub: TENDER FOR “SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 8 NOS POLYETHYLENE BUOYS ALONG WITH INBUILT GPS , COMPLETE MOORING ACCESSORIES AND SOLAR LANTERNS IN KAMARAJAR PORT CHANNEL” – Reg.

Please find enclosed our proposal in respect of the **TENDER FOR “SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 8 NOS POLYETHYLENE BUOYS ALONG WITH INBUILT GPS , COMPLETE MOORING ACCESSORIES AND SOLAR LANTERNS IN KAMARAJAR PORT CHANNEL”** in response to the Tender issued by the KAMARAJAR PORT LIMITED (KPL).

We hereby confirm the following:

- 1) The proposal is being submitted by----- (Name of the Applicant/Joint Venture who is the Applicant/the Joint Venture comprising----- (mention the names of entities who are the Joint Venture), in accordance with the conditions stipulated in the tender documents.
- 2) As the Qualified Applicant (Name of Joint Venture in case of a Joint Venture), we hereby confirm that as an Qualified Applicant invited to submit our proposal in response to the tender documents issued to us, there has been no change in the roles, stakes of our Promoters/and/or (in case of Joint Venture) our Joint Ventures and their Promoters, as were originally evaluated in course of the tender process. (If any change in Joint Venture structure has taken place, please enclose the approval provided by KPL for the same).
- 3) We have examined in detail and have understood the terms and conditions stipulated in the tender document issued by KPL and in any subsequent communication sent by KPL. We agree and undertake to abide by all these terms and conditions. Our proposal is consistent with all the requirements of submission as stated in the tender document or in any of the subsequent communications from KPL
- 4) We confirm to Supply buoys as per tender terms and conditions to KAMARAJAR PORT LIMITED.
- 5) We confirm that there are no conditions in our financial proposal and our Financial Proposal is unconditional and submitted online in the prescribed format without any changes.
- 6) We confirm that while quoting the charter rate we have taken into consideration the utilization of Kamarajar Port Crafts at Scale of rates for installation, testing and commissioning of buoys and we have also taken into consideration the workman for said work.

- 7) We hereby confirm that there shall not claim additional amount in the charter rate quoted during the entire charter period.
- 8) The information submitted in our tender is complete, is strictly as per the requirements as stipulated in the tender document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our tender.
- 9) We confirm that we have studied the provisions of relevant Indian laws and regulations, Guidelines and Kamarajar Port Limited's Scale of Rates and statement of conditions thereof as amended from time to time to enable us to prepare this proposal and as required to Supply of Buoys to Kamarajar port Limited, in the event that we are the successful Bidder.
- 10) We confirm that all the terms and conditions of the proposal are firm and valid for acceptance for a period of 120 days from the last Due Date for the submission of this proposal.
- 11) Having examined the instructions to Bidders, General Conditions of Contract, Scope of Work, Integrity Pact, Contract Agreements, Technical specifications and Schedules for the above named work we offer to execute the same as per instructions to Bidders, General Conditions of Contract, Scope of Work, Integrity Pact, Agreements and Schedules for the rates quoted in Schedule of Rates or such other sum as may be ascertained, in accordance with the conditions.
- 12) If our offer is accepted we undertake to commence the work as stipulated on receipt of the LOA and to execute the entire work for the stipulated period calculated from the date of commencement of service / dates shown in the letter of acceptance by us.
- 13) If our Tender is accepted we shall furnish a performance Guarantee for an amount equivalent to 10% of the quoted tender rate for due performance of the contract and sign the agreement within 15 days from the date of issue of Letter of Acceptance.
- 14) We undertake to abide by our Tender for a period of 120 days from the last date for receiving the same or such extension of time as may be accepted by us and same shall be binding on us and you are entitled to accept the same at any time before the expiration of the said period or such extended period.
- 15) Unless and until a formal agreement is prepared and executed, this Tender, together with successful Bidder's written acceptance thereof, shall constitute a binding contract between us.
- 16) We understand that you are not bound to accept the lowest or any tender you may receive in respect of Supply of buoys.
- 17) If our Tender is accepted we understand that we are to be held jointly and severally responsible for the due performance of the contract (applicable only in the case where two or more concerns tender jointly).
- 18) If our tender is accepted, we undertake to deliver the buoys on charter at the rate indicated in our offered tender and to make available the buoys as stipulated in this tender.

Dated this _____ day of _____ 20)

SCHEDULE -III

FORMAT FOR PERFORMANCE SECURITY
(BANK GUARANTEE)

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank. The executing bank shall be from a Nationalized/Scheduled Bank in India)

From:

.....
.....Name and Address of the Bank.....
.....

To:

The General Manager (MS),
Kamarajar Port Limited,
Vallur Post,
Chennai – 600120.
Tamil Nadu

This DEED OF GUARANTEE executed atby (Name of the Bank) having its Head/Registered Office at (hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of

The Board of Directors of Kamarajar Port Limited (hereinafter called “the KPL”) having its office at Vallur Post, Chennai – 600 120 which expression shall unless it is repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

WHEREAS, M/s(Name of Bidder/contractor, if individual)....., (hereinafter called “the Contractor” which expression shall unless it be repugnant to the subject or context of thereof include its executors, administrators, successors and assigns; has successfully bid and has been selected as Contractor in respect of the works contract for **“SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 8 NOS POLYETHYLENE BUOYS ALONG WITH INBUILT GPS , COMPLETE MOORING ACCESSORIES AND SOLAR LANTERNS IN KAMARAJAR PORT CHANNEL”** (hereinafter called to as “the Contract”) and the KPL has issued Letter of Award for the Award of Contract to the Successful bidder.

WHEREAS the KPL has sought an unconditional and irrevocable Bank Guarantee for an amount of Rs..... (Rupees only) by way of Security for execution of the Contract Agreement for the Contract within a period ofdays from the date of issue of the letter of Acceptance for Award of Contract and for guaranteeing the contract and the Guarantor has agreed to provide a Guarantee being these presents;

NOW THIS DEED WITNESSETH that in consideration of the premises, we
Bank hereby guarantees as follows:

- a) The Successful bidder shall execute the Contract Agreement before(date) and shall perform the contract of **“SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 8 NOS POLYETHYLENE BUOYS ALONG WITH INBUILT GPS , COMPLETE MOORING ACCESSORIES AND SOLAR LANTERNS IN KAMARAJAR PORT CHANNEL”** in accordance with the bid documents .
- b) We, the Guarantor, shall without demur, pay to the KPL an amount not exceeding Rs.....(Rupees.....only) within five (5) days of receipt of a written demand thereof from the KPL stating that the Successful Bidder has failed to meet its performance obligations as stated in Clause (i) above.
- c) The above payment shall be made by us without any reference to the Successful Bidder or any other person and irrespective of whether the claim of the Company is disputed by the Successful bidder or not.
- d) This Guarantee shall be valid and shall remain in force for a period of 4 (Four) months and have a claim period of (3) month i.e., up to and inclusive of (date).
- e) In order to give effect to this Guarantee, the KPL shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract or other documents by the KPL or by the extension of time of performance granted to the Successful Bidder or any postponement for any time of the power exercisable by the KPL against the Successful Bidder or forebear or enforce any of the terms and conditions of the Contract and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of the KPL or any indulgence by the KPL to the Successful Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
- f) This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under the guarantee are duly discharged.
- g) The Guarantor has power to issue this guarantee and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under
- h) It is also hereby agreed that the courts in Chennai would have exclusive jurisdiction in respect of claims, if any, under this guarantee.
- i) Notwithstanding anything contained herein:
 - a) Our liability under this Bank Guarantee shall not exceed Rs._____ (Rupees_____ only);

- b) This Bank Guarantee shall be valid up to _____; and
- c) 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 written claim or demand on or before _____(date of expiry of guarantee).
- d) This Guarantee is **encashable at Chennai** (Name of the Branch and address to be given).

IN WITNESS WHEREOF the Guarantor has set its hands hereunto on the day, month and year first herein above written.

Date.....
Place:.....

.....
(Signature of Authorized person of Bank)

.....
(Name in Block letters)

.....
(Designation)

..... (Address)...

Bank's Seal
Authorization No.....

- Witness:
- 1. Signature
Name & Address & Seal
 - 2. Signature
Name & address & Seal

Banks may add / supplement any terms as banking parlance deems fit.

SCHEDULE - IV
FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY OF THE FIRM

(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 and residential address 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 **“SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 8 NOS POLYETHYLENE BUOYS ALONG WITH INBUILT GPS , COMPLETE MOORING ACCESSORIES AND SOLAR LANTERNS IN KAMARAJAR PORT CHANNEL”** including signing and submission of all documents and providing information/responses to General Manager (Marine Services), 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 this the day of 2017.

(Signature of authorized Signatory)

.....
(Signature and Name in Block letters of Signatory)
Seal of Company

Witness

Witness 1:
Name:
Address:
Occupation:

Witness 2:
Name:
Address:
Occupation:

*Notes:

- i.** *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

SCHEDULE - V (I)

POWER OF ATTORNEY (In case of Consortium /Joint Venture)*

(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 authorize Mr./Ms.(name and residential address 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 **“SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 8 NOS POLYETHYLENE BUOYS ALONG WITH INBUILT GPS , COMPLETE MOORING ACCESSORIES AND SOLAR LANTERNS IN KAMARAJAR PORT CHANNEL”** including signing and submission of all documents and providing information/responses to General Manager (Marine Services), 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.

All the members of this consortium will be jointly and severally liable for execution of this assignment in all respects

In Witness hereof we have signed this deed on this the _____ day of _____

For and on behalf of _____

For and on behalf of _____

For and on behalf of _____

***Notes:**

- i. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

SCHEDULE - V (ii)
MEMORANDUM OF UNDERSTANDING
(IN CASE OF CONSORTIUM)

(To be executed on Non-judicial Stamp Paper of proper value)

Know all men by these presents that we, -----
----- and ----- (persons and Companies
name) (herein after collectively referred to "the consortium / Joint venture") for
execution of tender.

Whereas the Kamarajar port limited (herein after referred to as "the Employer") has
invited tenders from the interested parties for -----
(hereinafter referred to as "the contract").

Whereas the members of the consortium / joint venture are interested in bidding of
the work of ----- in accordance
with the terms and conditions of the tender.

This Joint Venture agreement is executed to undertake the work and role and
responsibility of the firms are ----- (role and responsibilities of each firm
for administrative arrangement for management and execution of contract) and ----
----- (name of the person) of (name of the firm) and ----- (name of
the person) and ----- (name of the firm) are the authorized representative of
respective firms.

As whereas it is necessary under the tender conditions for the member of the
consortium / joint venture to appoint and authorize one of them as Lead firm to do
all acts, deeds and things in connection with the aforesaid tender.

We hereby nominate and authorize ----- as our
constituted attorney in our name and on our behalf of do or execute all or any of
the acts or things in connection with the execution of this Tender and thereafter to
do all facts, deeds and things on our behalf and thereafter till the satisfactory
completion of work.

And we hereby agree that all acts, deeds and things done by our said attorney shall
be construed as acts, deeds and things done by us and we undertake to ratify and
conform all and whatsoever that my said attorney shall do or cause to be done for
us by virtue of the power hereby given.

In witness hereof we have signed this deed on this the ----- day of ----

SIGNED SEALED & DELEVERED

SIGNEDSEALED& DELEVERED

By with named-----

By with named-----

-----through its

----- through its duly

constituted attorneys

duly constituted attorneys -----

in the presence of

----- in the presence of

SCHEDULE - VI
FORMAT OF THE LETTER OF ACCEPTANCE

Date:

To
General Manager (MS),
Kamarajar Port Limited,
Vallur Post Nr NCTPS,
Chennai – 600 120

Dear Sir,

Sub: **TENDER FOR “SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 8 NOS POLYETHYLENE BUOYS ALONG WITH INBUILT GPS , COMPLETE MOORING ACCESSORIES AND SOLAR LANTERNS IN KAMARAJAR PORT CHANNEL”**. –Reg.

This has reference to the Proposal being submitted by us/Joint Venture in respect of the Contract for **“SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 8 NOS POLYETHYLENE BUOYS ALONG WITH INBUILT GPS , COMPLETE MOORING ACCESSORIES AND SOLAR LANTERNS IN KAMARAJAR PORT CHANNEL”** in response to the tender document issued by Kamarajar Port Limited (KPL).

We hereby confirm the following:

1. We -----(name of firm/Joint Venture furnishing the Letter of Acceptance), have examined in detail and have understood and satisfied ourselves regarding the contents mainly in respect of the following:
 - o The tender document issued by KPL
 - o All subsequent communications between KPL and the Bidder, represented by -----(name of the firm/ Joint Venture)
 - o The proposal being submitted by----- (name of the firm/ Joint Venture)
2. We agree to abide by the terms and conditions of the Tender Document, the commitments made at the pre-bid meeting and the proposal being submitted by the Bidder/Joint Venture in respect of the Charterer.
3. We also reaffirm that (name, designation and address of authorized representative and signatory) designated as the authorized representative and signatory of the Bidder/Joint Venture continues to be authorized representative and signatory in respect of all matters concerning our Tender application for this chartering and contractual commitments thereof.

For and on behalf of :
Signature :
(Authorized Representative and Signatory):

Name of Person :
Designation :
Seal with date :

SCHEDULE - VII
FORM OF BANK GUARANTEE FOR EMD

FORMAT FOR BID SECURITY/EMD
(BANK GUARANTEE)

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank. The executing bank shall be from a Nationalized/ Scheduled Bank in India)

From:

.....
.....Name and Address of the Bank.....

To:

The General Manager (MS),
Kamarajar Port Limited,
Vallur Post,
Chennai – 600120.
Tamil Nadu

WHEREAS[Name of Bidder] (hereinafter called “the Bidder”) has submitted his bid dated[Date] for the **“SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 8 NOS POLYETHYLENE BUOYS ALONG WITH INBUILT GPS , COMPLETE MOORING ACCESSORIES AND SOLAR LANTERNS IN KAMARAJARPORT CHANNEL”**. (Hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that We[Name of Bank] of[Name of Country] having our registered office at(hereinafter called “the Bank”) are bound unto the Chairman, Kamarajar Port Limited (hereinafter called “the Employer”) in the sum offor which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank thisday of2017.

THE CONDITIONS of this obligation are:

- 1) If the bidder withdraws his Bid during the period of bid validity specified in the Form of Bid: OR
- 2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity:
 - a) Fails or refuses to execute the contract Agreement in accordance with the Instructions to Bidders, if required; OR
 - b) Fails or refuses to furnish the Contract Performance Security, in accordance with the Instruction to Bidders,

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date twenty eight (28) days after the date of expiration of the Bid validity deadline for as stated in the Instructions to Bidders.

(i) Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. and the guarantee shall remain valid till Unless a claim or a demand in writing is served upon us on or beforeall our liability under this guarantee shall cease.

All claims under this guarantee shall be presented to and enact able at the following branch **at Chennai.**

DATE

SIGNATURE OF THE AUTHORISED PERSON OF BANK.....

SEAL OF THE BANK

SIGNATURE OF THE WITNESS

SCHEDULE – VIII**LIST OF DOCUMENTS TO BE SUBMITTED BY THE BIDDER**

(To be enclosed in TECHNO-COMMERCIAL BID)

Sr. No	Clause Ref. No.	Description of Documents	Whether submitted by the Bidder (Yes/No.) & Ref. of page No.
1	Cl. No. 1.3 of Instructions to Bidders	The Tender document duly signed and stamped on all the pages. In case of Joint Venture Lead partner has to fulfill all requirements of said tender.	
2	Cl.No. 1.2 and 1.4.2 of Instructions to Bidders	Cost of Tender Document and Earnest Money Deposit submitted on or before last date of submission of tender	
3	Cl.No.1.6.3,1.7.1,1.21.2,2.3,2.7,4	Manufactures Certificates as per IALA/ICSA and Test Certificate.	
4	Cl. No. 1.13.1	In case of Joint Venture: Agreement with owner or builder of the crafts with all details as per the clause.	
5	Cl.No.1.6.3,4 of Instructions to Bidders	Buoy technical features & their characters.	
6	Cl.No.1.6.3, 1.21.1,1.21.2,2.1.12 of Instructions to Bidders and Schedule X	Schedule X and all supporting certificates as required by the mentioned clauses supporting the technical specifications of the Buoys.	
7	Cl.No.1.7.3	Details of the Partners/ Directors	
8	Cl.No. 1.7.4 Instructions to Bidders	Power of Attorney (Schedule IV and V) on stamp paper, in favor of person authorized to sign the tender document.	
9	Cl.No.1.7.5 & 1.7.6	Copies of original document defining the constitution or legal status.	

10	Cl.No.1.7.7	Detailed information regarding current litigation, if any, in which the Bidder is currently involved.	
11	Schedule IX and 1.6.7.11,4.1 scope of work Instructions to Bidders	List of order executed during the last 7 years (schedule IX) copies of work order & certificates for satisfactory completion of the works.	
12	Cl.No.1.6,1.7.9	Documents pertaining to Partnership firm/Joint Venture and details Joint Venture firm/Foreign firm with whom entered into Agreement	
13	Schedule XI and Cl.No.1.4,1.7.11 ,1.7.15,1.10.1,1.24.	Acceptance of integrity pact	

Note: All the documents to be submitted by the Bidder shall be uploaded after scanning and shall be legible. Bidder is required to mention relevant page numbers / marking of his offer while filling up the above format.

SCHEDULE – IX (i)

NB: It is pertinent and mandatory to furnish the Annexure 4 should be in Company's letter head

DETAILS OF PAST EXPERIENCE
(in the last 7 years ending on 31st March 2017)

S No	Employer's Name & Address	Work Description	Completed similar works	Value	year	Whether notarized copies of documents enclosed Yes / No

Total value of Completed similar works = Rs.

**Signature of the Tender
with date & Seal**

SCHEDULE – IX (ii)

NB: It is pertinent and mandatory to furnish the Annexure 4 should be in Company's letter head

Financial Turn-over Details

Total Financial Turnover of the firm during the last 3 financial years

S No.	Year	Amount (in Rupees)	Whether notarized copies of Audited Statements enclosed Yes / No
1	2013-14		
2	2014-15		
3	2015-16		

Note: The tenderer shall submit all supporting documents along with their offer, reports of financial standing of the tenderer including notarized copies of profit and loss statements, balance sheets and auditors reports for past three financial years, 2013-14,2014-15 and 2015-16.

Tenderer's Name, Signature & Stamp

SCHEDULE - X
TECHNICAL SPECIFICATION OF BUOYS

(Certificates certifying the below should be uploaded with the techno-commercial bid)

Technical Specification

(To be submitted separately for Fairway buoy and Channel buoy)

1.

Signature of the Bidder with Seal

SCHEDULE - XI

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 for EMD and reach Kamarajar Port Limited (KPL) corresponding address prior to opening Technical bid as per date and time given in the Tender. Necessary precautions to be adhered and any postal delays will not be considered)

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/material/spare 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 undertake to exercise due and adequate care lest any such information is divulged.
 - (xii) The Bidder / Contractor commit 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 make 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,
 6th Main Road,
 Velachery,
 Chennai – 600 042.
 Ph.no:044-22592455
 M:8939663600
 Email:vvenkat1952@yahoo.co.in

2. Er. T.Govindarajan,

No. 5/5/, Saraswathy Nagar,
 Behind CSI Church,
 Kovaiputhur,
 Coimbatore – 641 402.
 M:9443380092

Email:ertgrajan@gmail.com

- (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.

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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 up to 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
by the CMD, Kamarajar Port Limited

BIDDER / CONTRACTOR

Name of the Officer
Designation

Name
Designation

Witness 1
Name & address

Witness 1
Name & address

Witness 2
Name & address

Witness 2
Name & address

Place:

Place:

Date:

Date:

KAMARAJAR PORT LIMITED
MEMORANDUM

We hereby tender for the execution for Kamarajar Port Limited of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein and in accordance in all respects with the specifications, terms and conditions, and instructions in writing referred to in the Clauses of Conditions of the contract and with such materials as are provided for and in all respects in accordance with such conditions / instructions to Bidders so far as possible.

MEMORANDUM

1. **General Description:** **TENDER FOR “SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 8 NOS POLYETHYLENE BUOYS ALONG WITH INBUILT GPS , COMPLETE MOORING ACCESSORIES AND SOLAR LANTERNS IN KAMARAJAR PORT CHANNEL”.**
2. **Estimated Cost:** : Rs. 2,50,00,000/-
3. **Earnest Money:** Rs. 5.00.000/-
4. **Performance Guarantee (Security Deposit:)** 10% of the accepted tender value as specified in the tender
5. **Delay in commencement of work** should this tender be accepted in whole or in Part, I/we hereby agree to abide by and fulfill all the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tenders so far as applicable and or in default thereof to forfeit and to pay the Chairman, KAMARAJAR PORT LIMITED or his successors in office, the sum of money submitted in the form of Demand Draft / Pay Order/BG as Earnest Money. If I / we fail to submit the Performance Guarantee and sign the Agreement within 15 days from the date of issuance of LOA (Letter of Acceptance). The Earnest Money Deposit submitted may be forfeited by Kamarajar Port Limited, or his successors in office shall, without prejudice to any other right or remedy, be at liberty to forfeit the said Performance Guarantee absolutely in case of failure to commence the work within the stipulated period mentioned in the L.D. Clause
 - a) To execute all the works referred to therein the tender documents upon the terms and conditions contained or referred to therein and carryout such deviations as may be ordered.
 - b)

SIGNATURE

FOR AND ON BEHALF OF

DATE.....



KAMARAJAR PORT LIMITED
Tender No: KPL/MS/48D/BUOYS/2017
(ONLY THROUGH e - Tendering Mode)

TENDER FOR “SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 8 NOS POLYETHYLENE BUOYS ALONG WITH INBUILT GPS , COMPLETE MOORING ACCESSORIES AND SOLAR LANTERNS IN KAMARAJAR PORT CHANNEL”.

Price Bid/BoQ

**Marine Services Department,
KAMARAJAR PORT LIMITED,
Vallur Post Nr NCTPS
Chennai 600 120**

TENDER FOR “SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 8 NOS POLYETHYLENE BUOYS ALONG WITH INBUILT GPS , COMPLETE MOORING ACCESSORIES AND SOLAR LANTERNS IN KAMARAJAR PORT CHANNEL”.

EACH BILL OF QUANTITIES

The BoQ can be downloaded from www.eprocure.gov.in. This BoQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns or else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the bidder name and values only.