

KAMARAJAR PORT LIMITED
MARINE DEPARTMENT



TENDER DOCUMENT
NO.KPL/MS/OSRT/2020

Only through E-Procurement mode

PROVIDING SERVICE CONTRACT FOR OIL SPILL
RESPONSE AND MAINTAINING OIL SPILL RESPONSE
EQUIPMENT FOR KAMARAJAR PORT FOR 2 YEARS
AND EXTENDABLE UPTO ONE YEAR

TECHNO COMMERCIAL BID

KAMARAJAR PORT LIMITED,
Vallur Port near NCTPS,
Chennai – 600 120

E.mail: gm-ms@kplmail.in
Website: www.kamarajarport.in

KAMARAJAR PORT LIMITED

MARINE DEPARTMENT

1.	TENDER NO.	KPL/MS/OSRT/2020
2.	TENDERS ARE INVITED FOR	PROVIDING SERVICE CONTRACT FOR OIL SPILL RESPONSE AND MAINTAINING OIL SPILL RESPONSE EQUIPMENT FOR KAMARAJAR PORT FOR 2 YEARS AND EXTENDABLE UPTO ONE YEAR
3.	ESTIMATED COST	Rs. 1,67,90,000/- (Rupees One crore sixty seven lakhs ninety thousand)
4.	EARNEST MONEY DEPOSIT	Rs. 3,35,800/- (Rupees Three lakhs thirty five thousand and eight hundred)
5.	PERIOD OF DOWNLOADING BIDDING DOCUMENT	FROM 13/11/2020 @1500 Hrs TO 14/12/2020 @1500 Hrs
6.	VALIDITY OF THE TENDER	180 DAYS from the date of opening of the Tender.
7.	CONTRACT PERIOD	24 Months
8.	Pre-Bid Meeting Date @ Time	30/11/2020 @ 1100Hrs at Kamarajar Port, Vallur Post, Chennai 600120.
9.	LAST DATE FOR SUBMISSION OF BID	15/12/2020 up to 1500 hrs.
10	DATE OF OPENING OF TECHNICAL BID by ONLINE	16/12/2020 at 1500 hrs.

General Manager (MS)

KAMARAJAR PORT LIMITED,
MARINE DEPARTMENT

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Instructions for Online Bid Submission
Instructions to the Bidders to submit the bids online
thro' the e - Procurement site
<https://eprocure.gov.in>

- 1) Bidder should do the registration in the tender site using the "Click here to Enroll" option available.
- 2) Then the Digital Signature of SIFY/TCS/n Code or any Certifying Authority is to be registered after logging into the site
- 3) Bidder can use "My Space" area to update standard documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.
- 4) Bidder may read the tenders published in the site and download the required documents /tender schedules for the tenders he is interested.
- 5) Bidder then logs into the site using the secured log in by giving the user id/password chosen during registration and password of the DSC/e token.
- 6) Only one DSC should be used for a bidder and should not be misused by others.
- 7) Bidder should read the tender schedules carefully and submit the documents as asked, otherwise, the bid will be rejected.
- 8) If there are any clarifications, this may be obtained using clarifications or during the pre-bid meeting. Bidder should take into account of the corrigendum's published before submitting the bids online.
- 9) Bidder must in advance prepare the bid documents to be submitted as indicated in the tender schedule and they should be in required format. If there are more than one document, they can be clubbed together.
- 10) Bidder should prepare the EMD as specified in the tender. The original should be posted / couriered /given in person to the specified location as per Tender Document, latest by the last date of bid submission.
- 11) Bidder selects the tender which he is interested using search option & then moves it to the my favorites folder.
- 12) From the my favorites folder, he selects the tender to view all the details indicated.
- 13) The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
- 14) The bidder has to select the payment option as offline to pay the EMD as applicable.
- 15) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.
- 16) The bidder has to enter the password of the DSC/e token and the required bid documents have to be uploaded one by one as indicated.
- 17) The rates offered details have to be entered separately in a spread sheet file (xls) in the space allotted and should be updated as

- BOQ.xls file for each tender after the financial bid. The BOQ file, if found modified by the bidder, his bid will be rejected.
- 18) The tendering system will give a successful bid updation message & then a bid summary will be shown with the bid no. & the date & time of submission of the bid with all other relevant details. The bidder has to submit the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
 - 19) The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
 - 20) 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 date.
 - 21) For any clarifications with the TIA, the bid number can be used as a reference.
 - 22) Bidder should log into the site well in advance for bid submission so that he submits the bid in time i.e. on or before the bid submission time. If there is any delay, due to other issues, bidder only is responsible.
 - 23) Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced by scanning at low resolution and the same can be uploaded. However of the file size is less than 1 MB the transaction uploading time will be very fast.
 - 24) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e Procurement system. The bidders should follow this time during bid submission.
 - 25) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
 - 26) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used Data storage encryption of sensitive fields is done.
 - 27) Any documents that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyers public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
 - 28) For any queries, the bidders are asked to contact by mail cppp-nic@nic.in or by phone 1-800-233-7315 well in advance.

1.

GENERAL INSTRUCTIONS TO TENDERER

1.0 General

Online Tenders are invited for TENDER FOR ENGAGING CONTRACTORS FOR PROVIDING SERVICE CONTRACT FOR OIL SPILL RESPONSE AND MAINTAINING OIL SPILL RESPONSE EQUIPMENT FOR KAMARAJAR PORT FOR TWO YEARS EXTENDABLE BY ONE YEAR UNDER TWO COVER SYSTEM by e-Tendering mode detailed in specification attached herewith and in accordance with Instructions to the tenderer, General conditions of tender, etc. through e-Procurement website (www.eprocure.gov.in) not later than **03.00 p.m. on 15/12/2020**.

1.1 BRIEF DESCRIPTION OF THE TENDERING PROCESS:-

Kamarajar Port intends to follow a Two-stage Tendering process for selection of Qualified Tenderer for the work and in the 1st stage (Techno-Commercial bids) upon evaluation of Eligibility Criteria, Kamarajar Port shall announce the pre-qualified Tenderers to proceed to the 2nd stage (Price bid). The tender is floated in e-Procurement website www.eprocure.gov.in and in Kamarajar Port site, www.kamarajarport.in

The demand drafts for EMD along with Integrity pact (original) executed in the stamp paper of Rs.100/- as mentioned in Annexure must be submitted to this office on or before **1500 hours on 15/12/2020** i.e. before opening of the Techno- Commercial bids, failing which, the Techno-commercial bids of the concerned firm will not be opened.

Pre-bid Meeting: The pre-bid meeting will be conducted at **1100 hours on 30/11/2020** to submit their queries and seek any clarifications. The bidder may sent their queries if any on or before **1500 hours on 30/11/2020**.

1.1.1 CONTENTS OF COVER (Techno Commercial bids)

- i) For the Pre-qualification stage, the Tenderers have to furnish information on their Technical and Financial capability in accordance with the conditions and formats specified in this Tender Document.
- ii) The financial documentary evidences sought by the KPL under (Eligibility Criteria) of INSTRUCTION TO TENDERERS (Technical and Commercial Conditions) are to be furnished.
- iii) The documentary evidences of technical experience sought by the KPL and relevant Satisfactory Completion Certificates are to be furnished.
- iv) Self-attested copy of Tender document duly filled in by the tenderer affirming that they abide by all the conditions/clauses/schedules/Annexure of the Tender signed, dated & sealed by the tenderer on all the pages shall be furnished. The proof of eligibility as detailed in the eligibility clause and the Demand Draft of EMD and Integrity Pact must be scanned and uploaded in the e-procurement website.

1.1.2 PRICE BID: Bidders may note that “PRICE BID” shall be submitted through e-procurement website only.

- i) The amount of Earnest Money Deposit is **Rs. 3,35,800/-**
- ii) Tenderers can download the Tender Documents from KPL’s website and Govt e- procurement Website.
- iii) EMD shall be submitted in the form of Demand Draft or Banker’s Cheque or Pay order on any Scheduled/Nationalized Bank payable at Chennai drawn in favour of Kamarajar Port Ltd.
- iv) The demand draft / pay order /banker’s cheque towards the EMD and tender document duly signed and stamped on all pages along with other documents required as per tender are to be scanned and uploaded in the websites on or before the closing date and time.

- 1.2 The EMD for **Rs. 3,35,800/-** shall be payable either by Demand Draft / Pay Order / Banker's Cheque for the entire amount from any Nationalised / Scheduled Bank in favor of Kamarajar Port Ltd. Tenders not accompanied by EMD will be rejected outright.
- 1.3 The offer of Techno-Commercial bids must be valid for a minimum of 180 days from the date of opening of Tender, otherwise the offer shall be rejected as non-responsive.
- 1.4 Bidding is open to all eligible bidders meeting the eligibility criteria as defined in Pre- Qualifying criteria of Instructions to Tenderers. Bidders are advised to note the minimum qualification criteria specified for qualifying in the tender.
- 1.5 KPL shall not bind themselves to accept the lowest or any tender and reserve the right to accept any tender in part or to reject any tender without assigning any reason thereof.
- 1.6 The due date of submission of offers will be **15/12/2020 at 1500 hours** unless otherwise notified. In the event of changes in the schedules, Kamarajar Port Ltd. shall notify the same through Port web site and e-procurement website
- 1.7 If the offers are not received according to the instructions detailed here above, they shall be liable for rejection.

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2.

INSTRUCTIONS TO TENDERER (ITT)

2.1 SCOPE OF BID

KAMARAJAR PORT LTD. INVITES BIDS FOR 'PROVIDING SERVICE CONTRACT FOR OIL SPILL RESPONSE AND MAINTAINING OIL SPILL RESPONSE EQUIPMENT FOR KAMARAJAR PORT FOR 2 YEARS AND EXTENDABLE UPTO ONE YEAR AS PER SCOPE OF WORK UNDER TWO COVER SYSTEM' BY E-PROCUREMENT MODE FROM EXPERIENCED AND ELIGIBLE TENDERERS MEETING THE MINIMUM QUALIFYING CRITERIA.

2.2 The proof of eligibility as detailed in the eligibility clause (2.9) and the Demand Draft of EMD must be scanned and uploaded in the e-procurement website.

2.3 The tender document can be downloaded from websites – www.kamarajarport.in and www.eprocure.gov.in. The tenderers shall remit the tender document duly signed and stamped on all pages and other documents required as per tender are to be scanned and uploaded in the Websites www.kamarajarport.in and www.eprocure.gov.in before the closing date and time.

Last date and time for submission of e -tenders will be **1500 hours** on **15/12/2020**. KPL may at its discretion extend the date and time for receipt of tenders.

2.4 The EMD shall be paid by Demand Draft (or) Pay Order (or) Banker's cheque payable at Chennai drawn in favour of "Kamarajar Port Limited" drawn on any Nationalized / Scheduled Bank having its Branch office in Chennai.

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

2.6 KPL reserves the right to forfeit the EMD in respect of successful Tenderer, if the tenderer fails to enter into a contract and furnish the necessary Bank guarantee towards Security Deposit (Performance Guarantee) within 15 days from the date of issue of Letter of Award (LOA).

2.7 No interest will be payable on the EMD.

2.8 All bidders shall provide signed Tender Form, Details of Experience Qualification (Schedule IA), Details of Turn Over (Schedule IB), Covering letter in the format Schedule II, Letter of acceptance Schedule III, Memorandum Schedule IV, Integrity Pact, etc.

2.9 ELIGIBILITY CRITERIA:

The Tenderer must fulfill the following criteria to prove the techno-commercial competence and submit the documents in support thereof.

2.9(1) EXPERIENCE

The Tenderer having experience in manning and supply of crew for combating Oil Spill and maintaining OSR Equipment or manufacturing and supply of OSR equipment for a MINIMUM period of one year are eligible to participate in the tender. The Tenderer should submit the details of contracts executed with notarized copies of work order and Completion certificate/Ongoing works etc.

The tenderer should have successfully completed manning, operation for a minimum period of one year during last 7 years ended 31/03/2020 and the value of similar works carried out shall be as mentioned below:

- a. Three similar works each of value not less than amount 40% **(Rs.33,58,000/-)** of the present annual estimated cost

OR

- b. Two similar works each of value not less than amount 50% **(Rs.41,97,500/-)** of the present annual estimated cost

OR

- c. One similar work of value not less than amount 80% **(Rs.67,16,000/)** of the present annual estimated cost

“SIMILAR WORKS” MEANS MANNING/SUPPLY OF CREW FOR ANY OIL POLLUTION RELATED WORK AND MAINTAINING OIL SPILL RESPONSE EQUIPMENT / MANUFACTURING AND SUPPLY OF OIL SPILL RESPONSE EQUIPMENT DURING THE LAST SEVEN YEARS ENDED 31.03.2020.

2.9(2) MANAGEMENT

The Contractor shall employ a qualified person not less than petty officer or equivalent of Ex. Navy or Ex. Coast Guard or Deck Officer or Engineer Officer as Designated Person to interact with KPL officials with regard to this contract on day to day basis. They should be able to interact in English. The copy of the requisite certificates of the qualified person shall be submitted and the confirmation of the name and phone number of the Designated Person should be submitted immediately after receipt of award of contract letter from the KPL.

2.9(3) TURNOVER:

The average annual turnover of the tenderer for the last three years i.e. **2017-18, 2018-19 and 2019-20** should be at least 30% of the estimated annual cost of the contract i.e., **Rs.25,18,500/-**. The tenderer should submit copy of Annual Reports audited by Chartered Accountant for the last 3 years by giving the audited profit and loss account along with balance sheet.

If the tenderer is a subsidiary company or a member or a member of a group and under the prevalent laws separate accounts of the subsidiary company are not available, the tenderer should submit the consolidated audit accounts of the holding company or group for the last 3 accounting years. In addition, tenderer should submit a certificate from the auditor of the holding company, certifying the turnover of the tenderer (subsidiary company for the last 3 accounting years. Any certificate in this regard only from the tenderer will not suffice.

2.9(4) GST IN No. and PF & ESI No.

The contractor has to furnish the GST IN Number and PF & ESI Registration number of their firm to consider their bid and those who fail to furnish the same, their bids will be rejected summarily.

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

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

While evaluating the bids, Kamarajar Port Ltd. may seek any other details / documents which it may feel as necessary to ascertain and establish the competence of the tenderer. In case of failure or refusal to furnish such details within the given time limit, Kamarajar Port shall evaluate the bids on the merits of the available documents.

2.11 THE RATE SHALL BE QUOTED STRICTLY AS PER THE COST SCHEDULE GIVEN IN BOQ FORMAT AND ALSO APPLICABLE TAXES. THE TENDERERS ARE DIRECTED TO COMPLY WITH THE DIRECTIONS WHILE SUBMITTING THE TENDER. THOSE PRICE BIDS NOT CONFORMING TO THE FORMAT IN COST BOQ WILL BE SUMMARILY REJECTED.

2.12 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.

2.13 The Tenderer shall quote the rate in the 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.

2.14 The rate shall be quoted only online and shall not be submitted along with Techno Commercial bid to be submitted in the cover.

2.15 The Tenderer shall not put any counter conditions. Any counter offer as well as any alterations in the conditions/scope of work as specified in the tender shall be liable to disqualify the tender forthwith.

2.16 The Tenderer must submit all details, documents etc. as required in the tender and fill all Annexure of the tender documents and also fill in the format given in Annexures for submission of all documents for Experience & Turn over. In case, the Tenderer fails to submit the documents as per the requirements of tender, KPL reserves the right to treat the tender as non – responsive and reject without seeking any further clarification.

2.17 One Bid per Bidder

Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

2.18 Cost of Bidding

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

2.19 Site Visit

The Tenderer shall examine carefully the conditions of contract in the Tender documents supplied herewith. Though every effort is made herein to give basic data as exhaustively as possible, the Tenderer is advised to visit the Kamarajar Port Ltd. and its approaches and get himself thoroughly acquainted with all necessary data concerning weather conditions, working conditions, sea conditions, etc. for the purposes of making a correct offer. All costs,

charges and expenses that may be incurred by the Tenderer in connection with such visit, KPL will facilitate the entry passes if required without any charges/fee. However, fee for the submission of his offer shall be borne by him and KPL accepts no liability or responsibility whatsoever there for.

2.20 RESPONSIVE OFFER

The Kamarajar Port Ltd. will scrutinize the tenders to determine whether the tender is substantially responsive to the requirements of the Tender Documents and Scope of Works without any deviation or reservation? An offer shall be considered responsive, if the Tender documents fulfil the following conditions:

- (i) is received by the due date and time including such extension thereof.
- (ii) is signed, sealed and marked as stipulated.
- (iii) Contains all the information as requested in the tender documents and the covering letter in the format specified in Schedule II.
- (iv) contains information in formats same as those specified in this tender documents;
- (v) Mentions the validity period as set out in Clause 2.26 of the Tender;
- (vi) Letter stating that the tenderer had visited the port and understood the said scope of work.

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

2.21 NON-RESPONSIVE OFFER

The Tender will be considered as 'Non-Responsive Offer', if it is found that:

- (i) The Tenderer 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 Cost Schedule-'V' as per the instructions given in the Tender Document.
- (iv) Tenders without furnishing the proof for Experience and average annual turnover for the last three years
- (v) The Tenders submitted without the EMD and cost of tender document

Kamarajar Port Ltd. 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.

2.22 Amendment of Bidding Documents

2.22.1 Before the deadline for submission of bids, the Kamarajar Port may modify the bidding documents by using addendum/corrigendum and the same shall be uploaded on the Port websites.

2.22.2 To give prospective bidders reasonable time to take an addendum/corrigendum into account in preparing their bids, Kamarajar Port shall extend as necessary the deadline for submission of bids.

2.23 Preparation of Bids

Language of the Bid: All documents relating to the bid shall be in the English language.

2.24. Documents comprising the Bid

The bid submitted by the bidder shall comprise the following.

(A) The Bid Security (EMD) in the form of either by Demand Draft / Pay Order / Banker's Cheque for Rs.3,35,800/- from any nationalized / scheduled Bank payable at Chennai in favour of Kamarajar Port Limited shall be kept in the cover containing the techno commercial bids.

(B) Techno Commercial

- (i) Demand Draft / Banker's cheque / Pay order from a nationalized/scheduled Bank payable at Chennai towards the EMD for Rs. 3,35,800/- in favour of Kamarajar Port Ltd.
- (ii) Original copy of Tender Documents along-with addendums if any, duly initialed on each page with company's seal as token of acceptance of Tender Conditions & Specifications.(Price bid to be submitted only ONLINE)
- (iii) Documentary Evidence of Experience on similar works executed during the last seven years, and details like value of works, clients, proof of satisfactory completion as required in 2.9(1) and statement in Schedule-I(A)
- (iv) Documentary evidence of adequate financial standing as required in 2.9(3) & statement in Schedule-I(B).

- (v) Managerial & Technical staff / Manpower requirement as required in 2.9 (2).
- (vi) The following documents shall be duly filled in, signed & stamped
 - (a) Letter of submission – covering letter (Tender form) as in Schedule-II.
 - (b) Power of Attorney.
 - (c) Bankers Details
 - (d) Memorandum Schedule-IV

The tenderer should not indicate the rate anywhere directly or indirectly in cover. Any such offer or indication of rate shall disqualify the tender forthwith.

2.25 Bid Prices

The rate must be quoted online only.

- a. The contract shall be for the whole period as described based on the rate submitted online by the Bidder.
- b. The bidder shall fill in rates and prices inclusive of all Taxes and Duties as described in the Cost Schedule (Bill of Quantities).
- c. All duties, taxes and other levies payable by the contractor under the contract, or for any other cause shall be included in the rate submitted by the Bidder. Statutory deductions (TDS) as applicable from time to time will be deducted at source while releasing the stage payment.
- d. The Tenderer shall take into account all costs without limitations and include but not limited to salary, PF, ESI, transport, overtime, Bonus, holiday wages, Insurance for men and materials, Cafeteria (meals), labour, profit, taxes, liabilities, vehicles, PPEs and other materials viz. Boiler suit, shoe, rain coat, helmet, Highlight jacket, Ultra-light weight Inflatable Life Jacket, Hand gloves, Walkie Talkies (3 Nos.), High Beam Torch (FLP) (3 Nos.), face shield, First Aid Box and other consumables etc. and 10% of spares for all PPE shall be made available all the time and any other expenses for the smooth conduct of this Contract. Reasonability of providing the above said to all personnel involved in this contract needs to be spelt out if required. If not reasonably justified, the tender will be considered non-responsive.
- e. The rates and prices quoted by the bidder shall be fixed for the entire duration of the Contract and shall not be subject to adjustment

on any account. It must be clearly understood that the rates quoted in the tender are to include everything required to be done by the Tenderer as per instructions to Bidders, conditions of contract referred to therein and also for all such work as is necessary for the proper completion of the contract although specific mention thereof may not have been made in the tender documents. The rates shall be inclusive of all incidentals necessary for the due fulfillment of the contract. The tenderer should quote in cost schedule the firm price and shall be bound to keep this price firm till completion of tender period and no escalation whatsoever shall be applicable during the entire period of execution of the order/ contract period.

2.26. Bid Validity

2.26.1 Bids shall remain valid for a period not less than 180 days from the date of submission of the Tender. A bid valid for a shorter period shall be rejected by the Kamarajar Port as non- responsive.

2.26.2 In exceptional circumstances, prior to expiry of the original time limit, Kamarajar Port may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by fax. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be permitted to modify his bid.

2.27 Bid Security (Earnest Money Deposit- EMD)

- A. Earnest money Deposit (EMD) should be Rs. 3,35,800/-. The demand draft/pay order as mentioned above in favour of the Kamarajar Port Limited drawn from any Scheduled / Nationalized Bank payable at Chennai shall be enclosed with the tender in main cover and shall not be sent separately. Tenders which are not accompanied by the DD / Pay order will be summarily rejected. If the NSIC/MSME furnished by the bidder is found fit in all respects with regard to this Tender, at the time of evaluation, the same may be accepted/rejected. (The NSIC/MSME may be exempted only for EMD)
- B. EMD of unsuccessful bidders other than L1 and L2 be returned within 30 days from the date of issue of Letter of Award (LOA) to the successful Tenderer. Earnest Money of L2 will be returned immediately after entering in to agreement with L1 and acceptance of performance Guarantee from L1.
- C. The EMD of unsuccessful tenderer shall be returned without interest as early as possible on award of contract to the successful tenderer. The EMD of the successful tenderer shall be returned only on receipt of Performance Guarantee as stipulated by the tenderer.
- D. The Bid Security (EMD) may be forfeited, if
 - (i) The Bidder withdraws the Bid after Bid opening during the period of Bid Validity;

the Bidder does not accept the correction of the Bid Price, or
the successful Bidder fails within the specified time limit to
a) Sign the Agreement

b) Furnish the required Performance Security.

Fail to commence the operations within 30 days from the date of issue of LOA.

2.28 Alternative Proposals by Bidders Conditional offer or Alternative offers will not be considered further in the process of tender evaluation.

2.29 Format and Signing of Bid

2.29.1 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid and where entries or amendments have been made shall be initialed by the person or persons signing the bid.

2.29.2 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Kamarajar Port Ltd.

2.30 The Tender has to hand over or to send the original DDs for EMD along with Integrity Pact by post/courier so as to reach the Office of the General Manager (MS), KAMARAJAR PORT LTD. Near NCTPS, Vallur Post, Kamarajar Port Ltd. – 600 120 on or before the date & time mentioned above.

2.31 Submission of Bid through E-Tendering mode.

Tenderer should participate and submit the tender mandatory through online only and need not submit the hard copies of bid. The Tenderer should submit the hard copies of DD/BG for EMD and Integrity pact to the office on the date & time mentioned.

2.32 Modification and Withdrawal of Bids

2.32.1 Bidders may modify or withdraw their bids before the deadline prescribed for submission of bids.

2.32.2 No bid may be modified or withdrawn after the deadline prescribed for submission of Bids.

2.33 Bid Opening and Evaluation

2.33.1 On the due date specified, the Kamarajar Port will first open Technical bids of all bids received through E-Tendering mode (on-line). In the event of the specified date for Bid opening being declared a holiday by Kamarajar Port Ltd. the Bids will be opened at the appointed time and location on the next working day.

2.33.2 If all Bidders have submitted unconditional Bids together with requisite Bid security, then all Bidders will be so informed then and there. If any Bid contains any deviation from the Bid documents and/or if the same does not contain Bid security the manner prescribed in the Bid documents, then that Bid will be rejected. All valid Price Bids whose technical bids have been determined to be substantially responsive (to the pre-qualifying criteria) shall be opened on the specified date. The Bidder's name, the Bid prices, the total amount of each Bid and such other details as the KPL may consider appropriate, will be disseminated automatically in e-procurement mode.

2.34 Process to be confidential

Information relating to the examination, clarification, evaluation and comparisons of tender and recommendations concerning the award of contract shall not be disclosed to Tenderers or any other persons. Any efforts by the Tenderers to influence the Kamarajar Port in the process of examination, clarification, evaluation and comparisons of tenders and decisions concerning the award of contract may result in rejection of the Tenderer's offer.

2.35 Clarification of Bids

To assist in the examination and comparison of Bids, the Kamarajar Port Ltd may, at his discretion, ask any Bidder for clarification of his Bid. The request for clarification and the response shall be in writing-mail or by fax, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to conform the correction of arithmetic errors discovered by the Kamarajar Port Ltd. in the evaluation of the Bids in accordance with Clause.

2.36 No Bidder shall contact the Kamarajar Port on any matter relating to his bid from the time of the bid opening to the time, the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Kamarajar Port then the bidder should do so in writing.

Any effort by the Bidder to influence the Kamarajar Port bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

2.37 Examination of Bids and Determination of Responsiveness

Prior to detailed evaluation of Bids, Kamarajar Port will determine whether each Bid meets the eligibility criteria and has been properly signed by an authorized signatory?

A substantially responsive Technical bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation and also satisfies eligibility & qualification criteria. A material deviation or reservation is one which

affects in any substantial way the scope, quality or performance of the Works, which limits in any substantial way, the Kamarajar Port rights or the Bidder's obligations under the Contract or whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids. If a Technical Bid is not substantially responsive, it will be rejected by the Kamarajar Port Ltd. may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

2.38 Correction of Errors

2.38.1 Bids determined to be responsive will be checked by the Kamarajar Port Ltd. for any arithmetic errors. Errors will be corrected by the Kamarajar Port as follows:

(a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern and

(b) The amount stated in the Bid will be adjusted by the Kamarajar Port Ltd. in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid security (EMD) shall be forfeited.

2.39 RATE:-The Tenderer shall quote the Rate per day of 24 hours basis FOR SUPPLY OF MANPOWER AS PER THE REQUIREMENT FOR OIL SPILL RESPONSE (OSR) OPERATIONS AND UPKEEPING OF OSR EQUIPMENTS & OTHER POLLUTUTION CONTROL AS PER THE SCOPE OF WORK AND OTHER COMBATING RELATED WORKS UNDER TWO COVER SYSTEM e – Tender in Indian Rupees as per the BoQ Format of Tender Document and the same shall be paid in Indian Rupees only.

2.40 DAY:-

The day means 24 Hrs. of duration commencing from 0600 Hrs. to 0600 Hrs. of the following day.

2.41 .ADDENDUM / CORRIGENDUM OF TENDER DOCUMENTS

2.41.1 At any time prior to the last date for submission of tenders, Kamarajar Port Ltd. 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 Tenderers who have purchased the Tender Documents in writing either by post or by fax. The amendment so carried out will form part of the tender and shall be binding upon the Tenderers. The Kamarajar Port may at their discretion extend the last date of submission of the tenders to enable the Tenderers reasonable time to submit their tender after taking into consideration such addendum/corrigendum.

2.41.2 No Tenderer will be permitted to withdraw or modify his tender after the last date for submission of the Tender or such extended time as the case may be and before the expiration of the period of validity of the tender or such extended time as the case may be.

2.42 CHARGES TOWARDS STAMP DUTY & EXECUTION OF AGREEMENT:-

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

2.43 CLARIFICATION OF TENDERS :-

Kamarajar Port Ltd. shall carry out evaluation of Techno Commercial Bids and to assist the examination, evaluation and comparisons of tenders, the Kamarajar Port may ask Tenderers, individually or collectively for clarification of their tenders. The request for clarification and the response shall be in writing by email or by post and the tenderer shall submit their replies within prescribed days as mentioned in letter from the date of sending the communication from the Office of the General Manager (MS), KPL. No change in price or substance of the tender shall be sought, offered or permitted nor the Tenderers shall be permitted to withdraw their tender before the expiry of the tender validity period.

2.44 NOTIFICATION OF AWARD

The Kamarajar Port Ltd. shall intimate the successful Tenderer by writing through email/letter 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.

2.45 PERIOD OF CONTRACT

The period of contract is for 2 years and same may be extended up to one year if required at the sole discretion of KPL at the same rates, terms & condition of the Tender.

2.46 SIGNING OF AGREEMENTS

2.46.1 The successful Tenderer shall send the Letter of Acceptance (LOA) within 15 days of issue of the Letter of Award indicating the time required to start operation. However the successful Tenderer shall not take more than 30 days to commence the operation from the date of issue of Letter of Award. In case, the successful Tenderer 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 tenderer shall be forfeited.

2.46.2 Any correspondence/clarification/requests etc., whatsoever received from the Tenderer after the receipt of the Letter of Acceptance by the Kamarajar Port Ltd. Port shall not be entertained and no extension of time will be granted for any reason whatsoever.

The successful Tenderer shall sign the Agreement within 15 days from date of issue of Letter of Award (LOA) by the KPL. The successful tenderer shall furnish for Performance Guarantee an amount equal to 10% of the accepted tender value in the form of the Bank Guarantee issued by any Scheduled Bank/Nationalised Bank enforceable and encashable at Kamarajar Port Ltd. before signing the agreement for ENGAGING CONTRACTORS FOR PROVIDING SERVICE CONTRACT FOR OIL SPILL RESPONSE AND MAINTAINING OIL SPILL RESPONSE EQUIPMENT FOR KAMARAJAR PORT FOR 2 YEARS AND EXTENDABLE UPTO ONE YEAR. If the successful Tenderer fails to come forward within the stipulated time of 15 days to sign the Agreement, the Letter of Award (LOA) is liable for cancellation and the EMD of the contractor will be forfeited. The Tenderer shall not be allowed to sign the Agreement without submitting B.G. towards the Performance Guarantee.

2.47. COMMENCEMENT OF CONTRACT

The Tenderer who has been awarded with the contract should commence the operations within 30 days from the date of issue of Letter of Award (LOA).

2.48 INSURANCE:

The successful Tenderer shall take suitable Comprehensive Insurance keeping nature of job at his cost for his personnel engaged at Kamarajar Port Ltd. Also submit proof of payment of insurance premium to the Kamarajar Port Ltd. on or before the commencement of the operation.

2.49 PF, ESI, Insurance : The Contractor shall be answerable to authorities and to comply with all applicable labour law requirements like Provident Fund (PF), Employees State Insurance (ESI), Workmen compensation Act, all other applicable Acts and Rules from time to time as per Ministry of Labour, Govt. of India and Tamil Nadu Labour Welfare Board, TN Govt. Irrespective of the number of men employed in the work, insurance of staff and all personnel deployed by him including third party insurance shall be done by the Contractor against risk due to any accident at site.

- (i) The Tenderer shall make payment to their employees not lesser than minimum Wages Act.

- (ii) The Tenderer shall comply with all other applicable Acts/Laws (Minimum Wages Act, Labour Laws, Safety Laws etc.) and answerable to the authorities.

In the event of default on the part of the contractor to make any statutory payments of the above Acts/Rules, Kamarajar Port Limited shall recover the same from the Contractor's bills immediately next falling due or from his security deposit without prejudice to other rights of Kamarajar Port Limited under this contract.

2.50 In case of failure to post the crew as per the requirements of KPL, the payment will not be made for the period of non-availability of crew and a like sum will be levied as penalty as per the penalty clause 5(2) said in the tender document.

2.51 The contractor shall indemnify the Kamarajar Port Ltd. of any liabilities sustained by him or the personnel engaged by him during the contract period and give such an undertaking/execute an indemnity bond. Also the Contractor shall indemnify Kamarajar Port Ltd. against Fire risk, theft and any damage caused by him to any Kamarajar Port Ltd. property / other vessels and to Undertake to make good the damages.

2.52 The Contract period is valid for 2 YEARS from the date of commencement and extendable up to one year at the discretion of KPL at the same rates, terms and conditions of the Tender.

2.53 Changing Room: KPL will provide one Changing room and electricity at free of cost inside the Port. However, it is the responsibility of the contractor to keep the room neat and clean at all times. Any non-maintenance of cleanliness of the changing room or any property damage in the allotted area, necessary charges applicable will be recovered from the contractor.

2.54 PAYMENT TERMS:

Payment shall be arranged on monthly basis within 15 days of receipt of complete bill supported with all required document in proper format and attested by General Manager, Kamarajar Port Ltd. or his authorized representative and after scrutiny of log book, Attendance and other records. The bill submitted by firm should contain GST.

The GST shall be reimbursed only on receipt of Input Tax Credit on KPL's GST Portal for the particular bills.

2.55 Kamarajar Port Ltd.'s Right to accept any Bid and to reject any or all

Notwithstanding clause, the Kamarajar Port Ltd. reserve the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders of the grounds for Kamarajar Port Ltd.'s action.

2.56 Disputes and Settlement of Disputes. Any litigation arising out of this agreement shall only be adjudicated before the Competent Court of Law within the jurisdiction of the Hon'ble High Court of Madras.

2.57 Corrupt or Fraudulent Practices

The Kamarajar Port Ltd. requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the execution of this contract.

2.58 Right to Foreclose the Contract:

Notwithstanding anything in the contract agreement, the contractor agrees that the KPL (on its own or acting on behalf of Government of India) or the Government of India shall be entitled to foreclose the contract on the occurrence of the following events.

- i. Contractor event of breach of contract.
- ii. An emergency or
- iii. For national security and /or national interest and / or public reasons or any other reasons.

Upon the occurrence of the events specified in the above 2.58 (i), (ii) & (iii), KPL or Government of India reserves the right to foreclose the contract at any point of time during the contract period on issue of the Termination notice under the provision of the Termination clause 2.76 of the Tender, the KPL shall not be liable to compensate the contractor or any other person for any losses or estimated loss or profit during such period.

2.60 DEFINITIONS AND INTERPRETATIONS

2.60.1 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

2.60.2 'KPL' means the Kamarajar Port Ltd.

2.60.3 'CMD' means the Chairman cum Managing Director of the Board of the Kamarajar Port Ltd.

2.60.4 'GENERAL MANAGER' means the General Manger and Dy. Conservator, the Head of Marine Department of the Kamarajar Port Ltd.

2.60.5 'CONTROLLING OFFICER' means the General Manager of the Kamarajar Port or his representative.

2.60.6 'ISPS' means International Ship and Port Facility Security Code.

2.60.7 'THE CONTRACTOR OR SUCCESSFUL TENDERER' means the person or persons, firm, corporation or company whose tender has been accepted by the Kamarajar Port Ltd. and includes the contractor's servants, agents,

workmen, personal representatives, successors and permitted assigns.

- 2.60.8 'CONTRACT' means the Tender document as a whole which includes Instruction to Tenderers, General Conditions of Contract, Form of Tender, Charter Party Agreement, Technical Specification, Letter of Acceptance, Bank Guarantee in respect of satisfactory performance of contract, scope of work, schedules, queries raised by the tenderers before and during the pre-bid meeting, written replies and any addendum/corrigendum thereto, the Tender Committee Meeting Minutes, Recommendation, related correspondences with the Tenderers, etc. and all correspondences leading to the award of contract should form part of the contract document. Any addendum thus issued to all the tenderers and answers to the queries raised during the pre-bid meeting, if any will form part of the Contract document.
- 2.60.10 "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 therefrom as may be made under the provisions hereinafter contained.
- 2.60.11 'DAY' means 24 Hours commencing from 0600 Hours to 0600 hours of the next day.
- 2.60.12 IN WRITING' or 'WRITTEN' means a letter handed over from the Charterer to the Successful Tender or vice versa, a registered letter, email or other modern form of written communication.
- 2.60.13 AUDITOR' means a statutory auditor as defined in the Company's Act, 1956 and all its amendments.

2.61 CARE AND DILIGENCE

The Tenderer 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 for the proper, efficient and effective carrying out of their duties.

2.62 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.

2.62 NOTIFICATION OF AWARD:

- a) Prior to the expiration of the period of tender validity prescribed in the tender, KPL, will notify the successful Tenderer through letter/s by post/e-mail confirming that their offer has been accepted and award of contract. This letter is to be called Letter of Award (LOA). This Letter of Intent shall indicate the sum, which KPL will pay to the Contractor in consideration of the execution of the contract by the contractor.
- b) Letter of Award will be issued in the name of the company which has purchased / submitted the tender, and will constitute the conditions of contract.

2.63 DEDUCTION OF TAXES & LEVIES AT SOURCE :-

The Kamarajar Port will deduct the all type of Tax & Levies at source as per the Law applicable to the Contractor.

2.64. INCOME TAX:

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

2.65 LIEN:

The Kamarajar Port will 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 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 and the Contractor.

2.66 INDEMINITY:-

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

2.67 Damage to persons and property:

The contractor shall indemnify and keep indemnified the KPL against all losses and claims for injuries or damage to any person or any property and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

Injuries or damage to persons/property resulting from any act or neglect done or committed during the currency of the contract by the Board, its agents, servants or other contractors (not being employed by the contractor) or for in respect of any claims, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto.

2.68 LAWS:

2.68.1 This agreement will be governed by the laws of India and is subject to the Jurisdiction of the High Court of Chennai only.

2.68.2 Notwithstanding the contractual obligation the Kamarajar Port will be entitled to all protections and defence under the provisions of the Companies Act, 1956, The Major Port Act 1963 and the Indian Ports' Act 1908 including any amendments/changes as may be incorporated.

2.68.3 In these conditions unless there is something in this subject or context inconsistent therewith words importing the singular will include the plural and vice versa words importing the masculine gender will include feminine and words importing persons will include bodies corporate.

2.69 ECS/RTGS PAYMENT

The tenderers are advised that all payments related to this subject work would be made through ECS/RTGS. The tenderer would be required to provide the following particulars of their bank account along with their bid.

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

2.70 Mode of measurement and payment

Payment shall be made on the basis of proper execution of contract by posting of crew as per requirement which will be verified against the records, log books, attendance and certification by controlling officer and the contractor will have to prepare and submit by himself the bills in the prescribed form once in a month.

2.71 ESCALATION

The quoted rates shall be firm throughout the tenure of the contract. No escalation is payable over and above the rates quoted by the contractor for any reasons whatsoever.

2.72 ASSIGNMENT AND SUB-LETTING :-

The Contractor shall not sub-let the contract or any part thereof without the written permission of the Kamarajar Port 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 with reference to this contract without the written permission of the Kamarajar Port 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.

2.73 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 re-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, Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, Merchant Shipping Act, Indian Ports Act, Major Port Act, Harbour Craft Rules, environmental act, MARPOL and Rules and Regulations of Kamarajar Port and other maritime legislations/rules/regulations etc. in so far as they are applicable to this contract. The Contractor shall indemnify and keep the Kamarajar Port indemnified in case any proceedings are taken or commenced by any authority against the Kamarajar Port 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 is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Kamarajar Port 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 is required or

called upon to pay or reimburse on behalf of the Contractor.

2.74 DISPUTE BETWEEN THE CONTRACTOR AND KAMARAJAR PORT LTD.

The discretion of CMD shall be final, conclusive and binding on all parties and the manner of exercise of such discretion shall not be called in question and the matter cannot be referred to arbitration.

2.75.1 The decision of the General Manager (MS), the Controlling Officer shall be final, conclusive and binding on all parties to the contract and shall not be subjected to Arbitration upon all questions relating to the meaning of the specifications, instructions and or any matter arising out of or relating to the specifications and instructions concerning the works or the execution of or failure to execute the same arising during the course of works and in no case shall the work be stopped consequent to such dispute arising and the work shall also be carried out by the Contractor strictly in accordance with instructions of the General Manager(MS), the Controlling Officer. However, the decision of the CMD will be final.

2.75.2 The jurisdiction for all legal actions arising out of this contract shall be within the jurisdiction of the High Court of Chennai only.

2.76 TERMINATION OF CONTRACT:-

The Contract can be terminated under the following cases:

- (i) KPL reserves the right to terminate the contract as mentioned in various relevant Clauses of the Tender.
- (ii) 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 Agreement or Tender.
- (iii) In case of indiscipline of the personnel engaged by the contractor or refusal to carry out the orders of the General Manager (MS) or his authorized representative.
- (iv) The Contractor fails to provide the required personnel as per the specifications/requirement of Kamarajar Port Ltd.
- (v) The Contractor fails to fulfill the statutory requirements and other conditions as indicated in the Tender Document for this contract.
- (vi) The contract will be terminated by giving 3 months notice.

In case, the Contract is terminated for any of the above reasons, the Security Deposit towards Performance Guarantee shall be forfeited and BG encashed.

2.77 EXIT :-

In case the Contractor desires to discontinue this contract with the Kamarajar Port, the Contractor shall give a minimum of three months notice to the Kamarajar Port. During this three months notice period, the Contractor has to continue the contract of in all respects. If the crew not supplied for carrying out the works as required by the KPL, the Penalty Clause as applicable in the Contract shall be enforced. In case the Contractor withdraws the crew posted without giving three months prior notice for the intended withdrawal, the Contractor has to pay 90 days rate quoted to the KPL as compensation. In case the Contractor pays the compensation of three months value, then the performance security in the form of Bank guarantee will be released within 30 days from the date of payment of compensation by the Contractor after deduction of any dues payable by the Contractor to the KPL. If the Contractor fails to pay the compensation, the KPL will encash the Bank guarantee and adjust the compensation amount from the Bank Guarantee or any other amount due to the contractor from the KPL.

2.78 FORE CLOSURE:-

- 2.78.1 The Kamarajar Port has the right to Foreclose the contract for National Security, National Emergency and in general public interest or for any other reasons, the Kamarajar Port feels deemed fit. The Kamarajar Port will issue a written notice of not less than one week of the intended foreclosure to the Contractor specifying therein reasonable details, the reasons for foreclosure and expressing readiness to relieve all undertakings of the Contractor and the Contractor withdraw the crew engaged and employ them anywhere he intends to go. Contractor shall continue to work in the notice period at the same Rate quoted.
- 2.78.2 If the Kamarajar Port does not require crew for any unseen reasons in future, the KPL shall give one week's notice to the Contractor. During this one week notice period, the Kamarajar Port shall use the man power of contractor and pay the same Rate quoted.

GENERAL MANAGER (MS)
KAMARAJAR PORT LTD.

3. SCOPE OF WORK

I. SCOPE OF CONTRACT

1. Responsibility: Contractor has to maintain the port waters, pollution free from oil and take all immediate steps as per Oil Spill Contingency Plan in event of spill etc and contractor will be conservable/responsible for not maintaining the conservancy in Port water including Port limit.
2. The Contract involves supply of Labour to carry out combating operation and upkeeping of all the Pollution Control Equipment including booms / barriers and deployment and retrieval of booms/ barriers and other OSR Equipment. The contractor shall also carry out all the Pollution Control related works, Cyclone, Disaster Management control and any other works assigned to them by GM (MS) or his representative round the clock.

The details of Supervisor/Fitter/Worker/Labour are furnished below.

Manpower

The successful tenderer shall provide the following Personnel on each shift basis (i.e., round the clock (24 X 7)). The contractor shall ensure that the personnel engaged by him are given adequate rest as per the applicable laws and shall engage sufficient personnel to post them round the clock.

A. Management staff – 1 No

The Contractor shall employ a qualified person not less than petty officer or equivalent of Ex.Navy or Ex. Coast Guard or Deck Officer or Onboard Engineer Officer as Designated Person as mentioned in the Tender with good communication skills, good knowledge in maintenance of Oil Spill Response equipment, Oil Spill Response operations and to coordinate with Port management and OSR team. The appointed person should hold IMO level 1 certificate through ICG and shall complete IMO level 2 through ICG within 6 months after joining and shall be able to work in general shift and night Shifts / holidays based on emergency situation.

B. Other Staff – 3 nos.:

Supervisor cum fitter/mechanic with minimum Diploma (in Engineering and having experience in Oil Pollution Control and Operations and Maintenance of OSR Equipment (Skimmer and winch power packs, boom reels, booms, skimmers, flex barges, floating balls etc).

Supporting personnel – 6 nos. :

The contractor has to provide valid experience certificate for all above mentioned personnel (with minimum ITI Certificate).

Note:

1. The candidate who is posted as Supervisor should hold the IMO Level 1 Course and the Fitter/Mechanic and 3 supporting personnel should hold the IMO Level 1 in each shift.
2. As required, the Contractor shall post his men as mentioned above round the clock (24 x 7) and keep constant vigil to monitor / prevent the pollution of harbour waters due to oil or any other pollutants. The contractor shall also carry out all the Pollution Control related works, Disaster Management, collision, cyclone and any other works assigned to them by GM (MS) or his representative round the clock.
3. The Contractor shall, in case of pollution, operate various Pollution Control Equipment and crafts inside the Port and within the Port limits including Anchorage area and clean up the Pollutants. The Contractor's personnel shall also carryout transportation of oil spill response Equipment and materials for cleanup operation and the collected oil and other pollutants to the disposal site as required by the Kamarajar Port Ltd. by the vehicle / craft provided by the Kamarajar Port Ltd.
4. The contractor shall carry out the Pollution Control related works for inspection, and using the crafts and Pollution Control Equipment, carryout routine cleaning of the Pollutants from the harbour waters. The contractor shall be responsible for keeping the harbour and port waters totally clean.
5. The contractor has to carry out Mock drill (day & night) on Oil Spill every fortnightly or as directed by GM (MS) or his authorized representative.
6. The Contractor has to provide one vehicle (4 Wheeler) round the clock (24 x 7) for transporting of crew, patrolling and OSR Equipment and the cost for the vehicle has to be borne by the contractor.

II. ROUTINE WORKS

1. Lay and retrieve oil booms and barriers whenever required using the available boats.
2. Monitor the condition of booms/barriers deployed berths. Remove the sections which require cleaning / repairs to yard ramp and replace with good ones i.e, regular rotation of booms to deploy at Berths to facilitate periodical cleaning and upkeeping and to ensure the position of the permanent booms deployed at the Berths.
3. To carry out routine Upkeeping of the pollution control Equipment using manufacturers manual at Jetties/Berths and carry out repairs of the same.
4. To carry out regular cleaning and assist for Pollution Control work and keep OSR Equipment in good condition.

5. To carry out weekly upkeeping and operate standby Pollution control Equipment in store.
6. To maintain logbooks and history records for Pollution Control Equipment.
7. To deploy necessary barriers and booms for containing spillages and operate various Equipment for collection of spilled oil at any of the jetties and within Port limits including Outer Anchorage as directed by the General Manager (MS) or officer authorized by him.
8. To transfer collected oil into tanks/drums and send for disposal /related oil handling terminal as directed by GM (MS) or officer authorized by him.
9. To collect oil / oily water / sludge from vessels into tanker trailer and dispose the same into tanks / drums/ tanker lorries/barges as directed by GM (MS) or officer authorized by him.
10. The supervisor with the assistance of Supporting staff shall carry out the operations and upkeeping of hydraulic power pack, Air compressor and other Equipment.
11. To collect oily wastes / bilges from vessels into the collecting tanks and pumping the same to shore as directed by the GM (MS) or the Officer authorized by him.
12. To monitor bunker operations of the vessel and take all necessary steps to avoid any spillage/pollution etc.
13. Should maintain store / workshop and other Pollution Control Cell premises totally clean at all times. Keep the equipment clean and painted.
14. The repair works have to be carried out by the contractor at their own. The contractor has to obtain prior permission/approval from KPL for any repair works/purchasing spares and materials.
15. To assist KPL officers' in case of any other additional works on regular basis with required additional manpower as directed by GM(MS) or the officers authorized by him with proper communication at that time the sub-section (n) of Section III General Terms and Conditions of Clause no 3 Scope of work is applicable.
16. To assist KPL officers' in case of any emergencies such as fire, cyclone, collision, earthquake, bad weather, ships mooring etc. as directed by GM(MS) or the officers authorized by him.

III. GENERAL TERMS AND CONDITIONS:

- a. The Contractor shall maintain Pollution Control Equipment in working condition at all times and deploy and operate these Equipment at any time as per the instructions of GM (MS)/CM (HSE)/DM (HSE).
- b. The contractor shall post his men round the clock to deploy and retrieve the booms/barriers around the ships whenever required and keep continuous vigil to prevent and clean up harbor and

Port waters free of oil and other pollutants from ships within harbor or port limits as per instructions of GM(MS) or any other officer authorized by him.

- c. The Contractor shall comply with all the instructions from General Manager (MS) or any other Officer duly authorized by GM (MS).
- d. Though the contract is for the Oil spill response operation and upkeeping of pollution control Equipment, and other pollution related work, GM (MS) or his representative shall at his discretion utilize these personnel (team) for any other purpose as required by Kamarajar Port.
- e. The supervisor shall supervise all the Disaster management and pollution control work apart from operation and upkeeping of the Equipment and shall carry out all the Pollution Control related works and supporting staffs shall assist him.
- f. The contractor shall provide manpower as mentioned above to operate and carry out upkeeping and repairs as required to operate the Pollution Control Equipment at all times.
- g. The maximum age limit of the personnel engaged by the contractor should not be more than 58 years.
- h. The contractor shall get clearance from GM (MS) or his authorized representatives for the persons before engaging them.
- i. The persons engaged by the contractor should have good physique and medically fit and Medically Fitness Certificate should be produced in this regard by the contractor at the time of engagement.
- j. The persons engaged by the contractor should know swimming and capable of carrying out the combating operation on board/shore/sea waters.
- k. The contractor shall abide by all labour laws and KPL will not be responsible for the violation of any such laws.
- l. Personnel engaged by the contractor shall not involve in any Trade Union activities/collective bargaining. Any indiscipline in this regard will be viewed seriously and the services of such persons will be terminated without notice. The contractor shall be responsible for arranging replacements immediately.
- m. The contract personnel shall not indulge in security breach/smuggling/seek bribes or baksheesh from vessels or Port users. They should report any incident immediately to KPL officers.

- n. Contractor shall ensure that the persons posted for specific work/at the site of work shall not leave without completing the work/without being relieved. If required contractor to put extra manpower to deal with additional works if required the direction of GM (MS) or his representative. The requirement of number of manpower is depend on the emergencies occur and cannot define the maximum number. The payment for additional manpower will be paid separately as per Minimum Wages Act + PPE and Boiler suit actual cost + Service charges (i.e. 50% overhead charges, transportation etc.)
- o. The contractor shall maintain a logbook provided by KPL about the works carried out daily and record all the relevant events/information and submit for scrutiny of officers authorized by GM (MS). The Supervisor shall also maintain other records pertaining to Pollution control Equipment/crafts and control works etc.
- p. The contractor shall be solely responsible for reporting to the KPL immediately of any serious or fatal accident to any of his employees/workmen engaged by him, accordingly insurance to be taken in accordance with Workmen Compensation Act.
- q. The contractor shall be solely responsible for any injuries/fatalities to his employees and KPL shall not be under any circumstances held responsible for any injuries/fatalities to his employees.
- r. The contract can be terminated by giving 3 month notice from either side. If there is no notice from either side, the contract will automatically get terminated at the end of 24 months from the date of commencement of the contract.
- s. In case, the contractor leaves the work incomplete, GM(MS) shall have the right to engage another contractor for carrying out the work or through any other means and recover the expenditure incurred by KPL in doing so from any pending dues to the contractor including security deposit.
- t. The contractor shall ensure that the personnel engaged by him are in proper working dress (two sets of orange color boiler dress with KPL logo and word in OSR team), overall life vests, chemical resistant gloves, normal hand gloves, safety helmets, safety shoes, rain coat, nose mask and other required PPEs while on duty.
- u. Port will provide Harbor Entry Pass to contractor and his employees on free of cost.
- v. GM (MS) has the right to direct any of the personnel engaged by the contractor to undergo training for a stipulated period in any of the crafts/Equipment. Persons refusing to undergo such training

or those who fail to qualify themselves in the training shall be terminated and contractor shall arrange suitable replacement for such persons.

- w. The persons engaged by the contractor shall participate in drills, exercises for Pollution Response conducted by the Port/Oil Companies/Coast Guard as and when required and as per the instructions of GM (MS) or officers authorized by him.
- x. Walkie Talkies: The Contractor at his cost procure 3 (Three) hand held walkie talkies capable of operating marine channels 74, 77, 16 and local channel for day to day communication with at least 03 spare batteries and chargers. On 24 x 7 basis hand held walkie Talkies to be monitored by the supervisor in the designated channels as instructed by GM(MS) or his representatives.
- y. First Aid Box: The contractor at his cost has to provide one First Aid Box meant for Industrial sector related with combating the pollution of oil or chemical spillage, etc.

IV. PENALTY

The contractor shall maintain all Oil Spill Response equipment in good condition and to rectify all the identified repairs within 48 Hrs. The contractor shall inform to port concerned officer immediately if any breakdown occurs and get the approval for repair works. 50% of the repair cost will be levied from the contractor if not informed or not rectified within 48 Hrs.

4. SPECIAL CONDITIONS

1. Bidders are advised to visit Kamarajar Port Ltd. to acquaint themselves with the type of work, and requirement thereof. Necessary permission for inspection should be obtained from GM (MS) prior to such visits. They should also thoroughly acquaint themselves with the condition with particular reference to the conditions including prevailing labor condition etc. before submission of their bid. No excuse in this regard will be entertained later.
2. It shall be open to the General Manager (MS) to nominate one or more of his representatives to supervise the work.
3. The rate quoted by the Tenderer shall be firm and not subject to fluctuation at any stage till the completion of the contract. The prices quoted must be filled in BoQ format attached with the Tender Document. The rate quoted shall be inclusive of GST and all charges.
4. It will be entirely the Tenderer's responsibility to take required steps to adequately safeguard the personnel engaged by him and to ensure that the work is carried out in such a manner that maximum safety to the personnel and for the Equipment operated by them is assured.
5. The Tenderer shall be deemed to have satisfied himself before submitting the tender as to the correctness and sufficiency of his tender for the work and of his prices stated in the BoQ format as to cover all his obligations under the contract for proper completion of the work.
6. The successful Tenderer shall get clearance from the General Manager (MS) or any officer authorized by him for the personnel engaged by him before engaging them and also as and when the personnel are changed. Copies of certificates shall be submitted and proposed new personnel shall be presented before DM (HSE) prior to approval by GM (MS).
8. The Kamarajar Port Ltd. is a ISPS Code Compliant Port. Hence the contractor shall ensure that the personnel engaged by him shall not have any criminal proceedings against him and the contractor is solely responsible for the antecedents of the personnel engaged by him. If required, the Contractor shall also obtain the necessary antecedence verification and clearance from the Police for issue of harbour entry passes.
9. The General Manager (MS) reserves the right to terminate the contract if the contractor's personnel are not carrying out their duties satisfactorily and also for not providing required personnel as mentioned in tender.
10. The Contractor should follow all the Statutory Acts of State and Central Government.

11. The Contractor shall not engage the persons who are below 18 years and not good in swimming and floating in water.
12. No correspondence will be entertained by the Kamarajar Port Ltd. from any unsuccessful tenderer after opening the Price Bid.
13. The General Manager (MS) reserves the right to accept/reject any or all Tenders without assigning any reason.
14. The General Manager (MS) reserves the right to cancel the entire Tender process without assigning any reason and any liability.
15. The decision of the General Manager (MS) shall be final regarding any dispute arising in any manner in execution of the contract.
16. Validity of the Tender: The Tender submitted by the Tenderer shall remain valid for a period of 180 days from the date of opening of the Technical Bid.
17. In the event of the Tenderer withdrawing the tender after its submission and before the expiry of the validity period, the Tenderer's offer shall be cancelled and the EMD paid by that tenderer shall be forfeited.
18. The personnel engaged by the contractor shall not be allowed to work without wearing proper uniform/ apparel appropriate for his work.

....

5. COMMERCIAL CONDITIONS

1. SECURITY DEPOSIT

The successful Tenderer should deposit 10% of the total contract value towards Security Deposit in the form of unconditional and irrevocable Bank Guarantee from a Nationalized / Scheduled Bank enforceable/encashable at Chennai only valid for a period of 24 plus 3 months (total 27 months) prior to signing the agreement i.e. within 15 days from the date of issue of LOI.

2. PENALTY :

a) The General Manager (MS) or any other officer authorized by him shall have the right to inspect/check the number of persons provided by the contractor, whether they are as per the requirements mentioned in Clause 3. Scope of work. If at any point of time, the number of persons is less than 6, 15% of the daily rate for the shortage of each person at every time will be deducted from the Contractor's bill.

b) In case of recurrence of short supply for more than 3 months (not necessarily consecutive months) the General Manager (MS) reserves the right to terminate the contract without giving any notice to the contractor. On termination of contract due to the above reasons, the Security Deposit paid by the contractor shall be forfeited. The decision of General Manager (MS) in this regard shall be final and binding.

3. From the date of receipt of the order, the Contractor shall mobilize the required manpower within 30 hours or on the date as required by the Kamarajar Port Ltd. failing which the General Manager (MS) reserves the right to cancel the contract and the EMD paid by the Contractor will be forfeited.

4. The contractor shall indemnify the Kamarajar Port of any liabilities sustained by him or the personnel engaged by him during the contract period and give such an undertaking/execute an indemnity bond. Also the Contractor shall indemnify Kamarajar Port against Fire risk, theft and any damage caused by him to any Port property / other vessels and to undertake to make good the damages.

5. The Contract period is valid for 2 YEARS from the date of commencement.

6. DECLARATION:

I/We certify that the details as furnished by me/us have been verified and found correct. We have not made misrepresentation with the view to get the contract in our favour. If any information is found to be not correct, the contract awarded to us shall be liable for cancellation by Kamarajar Port and we shall be liable to pay the

Kamarajar Port such damages as Kamarajar Port may be put to, due to termination of the contract.

I/We, hereby offer price details in Price Bid only. If price found anywhere in Techno-Commercial Bid, the offer is liable for rejection.

The Earnest Money Deposited (EMD) of **Rs.3,35,800/-** has been paid by me/us vide Demand Draft No. dated (Enclosed) and it is agreed that the said amount so deposited is interest free and refundable to me/us after finalization of this Tender.

Station:

Signature:

Date :

Seal with Date:

SCHEDULE – I (A)
DETAILS OF PAST EXPERIENCE (Refer Clause 2.9(1))
(in the last 7 years ended on 31.03.2020)

SIGNATURE OF THE TENDERER WITH
SEAL

SCHEDULE – I (B)

(ii) DETAILS OF TURN OVER (Refer Clause 2.9(3))
(in the last 7 years ended on 31.03.2020)

Financial Year	Turn Over (Rs.)
2017-18	
2018-19	
2019-20	

Note: Notarized copies or self-attested copies of Audited statement for the above shall be furnished

SIGNATURE OF THE TENDERER WITH
SEAL

SCHEDULE – II

FORMAT OF THE COVERING LETTER

(To be submitted by the Tenderer)

Date:

The Chairman cum Managing Director,
Kamarajar Port Ltd.,
No.1, Rajaji Salai,
Kamarajar Port Ltd. – 600 001

Dear Sir,

Sub: Tender for ENGAGING PRIVATE CONTRACTORS FOR PROVIDING SERVICE CONTRACT FOR OIL SPILL RESPONSE AND MAINTAINING OIL SPILL RESPONSE EQUIPMENT FOR KAMARAJAR PORT FOR 2 YEARS AND EXTENDABLE UPTO ONE YEAR UNDER TWO COVER SYSTEM e-Tenders – Reg.

Please find enclosed our proposal in respect of Tender for ENGAGING PRIVATE CONTRACTORS FOR PROVIDING SERVICE CONTRACT FOR OIL SPILL RESPONSE AND MAINTAINING OIL SPILL RESPONSE EQUIPMENT FOR KAMARAJAR PORT. UNDER TWO COVER

SYSTEM e – Tender Kamarajar Port for a period of two years in response to the Tender issued by the Kamarajar Port.

We hereby confirm the following:

- 1) The proposal is being submitted by------(Name of the firm) in accordance with the conditions stipulated in the tender documents.
- 2) As the Qualified Applicant(Name of firm), we hereby confirm that as the Qualified Applicant invited to submit our proposal in response to the tender documents issued to us, there has been no change in the roles as were originally evaluated in course of the tender process.
- 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 provide crews as per the requirement of the Kamarajar Port to carry out works as mentioned in the contract
- 5) We confirm that there are no conditions in our financial proposal and our Financial Proposal is unconditional and submitted online.
- 6) We confirm that while quoting, all the expenses are taken into consideration and subsequent escalation the cost and changes which may occur in the execution of the contract.
- 7) We hereby confirm that there shall not be any escalation and no such request will be made in the rate quoted during the entire 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 Scale of Rates and statement of conditions thereof as amended from time to time to enable us to prepare this proposal and as required in the contract in the event that we are the successful tenderer.
- 10) We confirm that all the terms and conditions of the proposal are firm and valid for acceptance for a period of 180 days from the last Due Date for the submission of this proposal.

For and on behalf of

Signature with seal

(Authorized Representative and Signature)

Name of Person

Designation

SCHEDULE – III

FORMAT OF THE LETTER OF ACCEPTANCE

Date:

The General Manager(MS)
Kamarajar Port Ltd.
Chennai – 600120
Dear Sir,

Sub: *Tender for ENGAGING CONTRACTORS FOR PROVIDING SERVICE CONTRACT FOR OIL SPILL RESPONSE AND MAINTAINING OIL SPILL RESPONSE EQUIPMENT FOR KAMARAJAR PORT FOR 2 YEARS AND EXTENDABLE UPTO ONE YEAR UNDER TWO COVER SYSTEM e– Tender at Kamarajar Port– Reg*

This has reference to the Proposal being submitted by the ----- (Name of the Applicant) in respect of the Contract for ENGAGING PRIVATE CONTRACTORS FOR PROVIDING SERVICE CONTRACT FOR OIL SPILL RESPONSE AND MAINTAINING OIL SPILL RESPONSE EQUIPMENT FOR KAMARAJAR PORT. UNDER TWO COVER SYSTEM e - Tender in response to the tender document issued by Kamarajar Port

We hereby confirm the following:

1. We -----(name of firm 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
 - o The proposal being submitted by-----
2. We agree to abide by the terms and conditions of the Tender Document, the commitments made at the pre-bid meeting (if any) and the proposal being submitted by the Qualified Tenderer.
3. We also reaffirm that (name, designation and address of authorized representative and signatory) designated as the authorized representative and signatory of the Qualified Tenderer continues to be authorized representative and signatory in respect of all matters concerning our Tender application and for all contractual commitments thereof.

For and on behalf of :
 Signature :
 (Authorised Representative and Signatory):
 Name of Person :
 Designation :

- 1.
- 2.

SCHEDULE – IV

MEMORANDUM

We hereby tender for the execution of contract at Kamarajar Port Ltd. for ENGAGING PRIVATE CONTRACTORS FOR PROVIDING SERVICE CONTRACT FOR OIL SPILL RESPONSE AND MAINTAINING OIL SPILL RESPONSE EQUIPMENT FOR KAMARAJAR PORT FOR 2 YEARS AND EXTENDABLE UPTO ONE YEAR UNDER TWO COVER SYSTEM e - Tender in the underwritten memorandum within the time specified in such memorandum at the rates specified therein and in all respects in accordance with the specifications, scope of work, terms and conditions and instructions in writing referred to in the various Clauses of Conditions of the contract and with such specifications as are provided for and in all respects in accordance with such conditions/instructions to tenderers so far as possible.

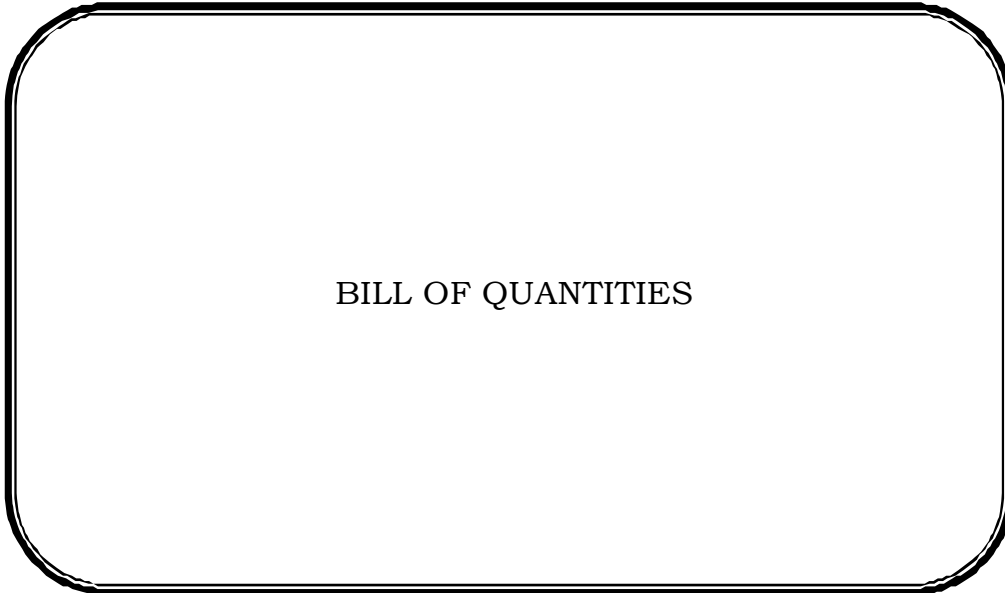
MEMORANDUM

1. General Description: Tender for ENGAGING CONTRACTORS FOR PROVIDING SERVICE CONTRACT FOR OIL SPILL RESPONSE AND MAINTAINING OIL SPILL RESPONSE EQUIPMENT FOR KAMARAJAR PORT FOR 2 YEARS EXTENDABLE UPTO 1 YEAR UNDER TWO COVER SYSTEM e - Tender
2. Estimated Cost: **Rs. 1,67,90,000/-**
3. Earnest Money: **Rs. 3,35,800/-**
4. Security Deposit: 10% of the accepted tender value in the form as specified in Clause 1 of Commercial points.
5. Commencement of contract. Within 30 days from date of Letter of Award.
6. Delay in commencement of work and forfeiture of Earnest Money Deposit: Should This tender be accepted, I/we hereby agree to abide by and fulfill all the terms and provisions of the said terms and conditions of the Tender Documents and all the terms and provisions contained in notice inviting tenders and or in default thereof to forfeit and to pay the Kamarajar Port Limited or his successors in office, the sum of money mentioned in the conditions. A sum of **Rs. 3,35,800/-** is hereby forwarded in Demand Draft / Pay Order as Earnest Money. If I / we fail to commence the work specified in the above memorandum, I / we agree that the said General Manager (MS), Kamarajar Port Ltd, or his successors in office shall, without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely, otherwise the said Earnest Money shall be retained by him towards security deposit.

To execute all the works involved in THE CONTRACT OF ENGAGING CONTRACTORS FOR PROVIDING SERVICE CONTRACT FOR OIL SPILL RESPONSE AND MAINTAINING OIL SPILL RESPONSE EQUIPMENT FOR KAMARAJAR PORT FOR 2 YEARS EXTENDABLE UPTO ONE YEAR UNDER TWO COVER SYSTEM e - Tender referred to therein the tender documents upon the terms and conditions contained or referred to therein and carryout such deviations as may be ordered.

Signature with date and Seal
For and behalf of

SCHEDULE – V
PRICE BID FORMAT/Bill Of Quantities (BOQ)
Tender for carrying outat KPL



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.

CHECKLIST FOR TECHNO COMMERCIAL BID

Sl.No.	Description	Remarks
1.	Tender Document Cost enclosed	Yes / No
1.	EMD enclosed	Yes / No
2.	Tender Document signed and sealed in all papers	Yes / No
3.	a. Original copy of Tender Documents along-with addendums if any, duly initialed on each page with company's seal as token of acceptance of Tender Conditions & Specifications	Yes / No
	b. Documentary Evidence of Experience on similar works executed during the last seven years, and details like value of works, clients, proof of satisfactory completion as required in 2.9(1) and statement in Schedule-I(A)	Yes / No
	c. Documentary evidence of adequate financial standing as required in 2.9(3) & statement in Schedule -I(B).	Yes / No
	d. Managerial & Technical staff / Manpower requirement as required in 2.9(2).	Yes / No
	e. The following documents shall be duly filled in, signed & stamped	
	Letter of submission – covering letter (Tender form) as in Schedule-II.	
	Power of Attorney. (Appendix-I)	Yes / No
	Bankers Details	Yes / No
	Memorandum Schedule-IV	Yes / No
	Performa of ADVANCE Stamp receipt for EMD refund (Appendix-II)	Yes / No
		Yes / No

FORMAT FOR POWER OF ATTORNEY

Dated:

POWER OF ATTORNEY

To Whomsoever It May Concern

Mr. _____ (Name of the person(s),
domicile _____ at

(
Address), acting as _____

(Designation and name of the firm), and whose signature is attested
below, is hereby authorized on behalf of _____ (Name
of the Tenderer) to provide information and respond to enquiries etc.
as may be required by the KPL or any governmental authority for the
(project tile)_____ and is
hereby further authorized to sign and file relevant documents in
respect of the above.

(Attested signature of Mr. _____)

For _____ (Name of the Tenderer)

For _____ (Name of the Tenderer)

PROFORMA FOR ADVANCE STAMPED RECEIPT

Received from the General Manger (MS), Kamarajar Port
Ltd. a sum of Rs...../-
(Rupees.....) being the refund of EMD
amount remitted by us in connection with Tender
KPL/MS/OSRT/2020.

Signature with Office

Seal

DECLARATION

(To be executed and submitted on bidder's letter head in Cover-I)

Ref: Tender No. KPL/MS/OSRT/2020

To

General Manager (MS)
Kamarajar Port Limited, Chennai

Sir

Sub: Tender for providing service contract for Oil Spill Response and maintaining Oil Spill Response Equipment for Kamarajar Port for 2 years and extendable upto one year-reg.

We M/sthe undersigned, having studied the pre-qualification submission for the above mentioned project, hereby states:

- (a) The information furnished in our bid is true and accurate to the best of my/our knowledge.
- (b) That in case of being pre-qualified, we acknowledge that the KPL may invite us to participate in due time for the submission of a tender on the basis of provisions made in the tender documents to follow.
- (c) When the call for tenders is issued, if the legal, technical or financial conditions or the contractual capacity of the firm changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- (e) We also state that no changes have been made by us in the downloaded tender documents and also understand that in the event of any discrepancies observed, the printed tender document No. KPL/MS/OSRT/2020 is full and final for all legal / contractual obligations.
- (f) We M/s -----
----- do hereby confirm that Mr -----

----- (Name, designation and Address) is authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you against tender no. KPL/MS/OSRT/2020 and his specimen signature is appended here to.

- (g) We confirm that we shall be bound by all and whatsoever our said signatory shall commit.

- (h) We understand that the communication made with him by the Employer shall be deemed to have been done with us in respect of this Tender.

Place:
Date:

Name, Designation & Signature
of the Authorised Signatory of the Tenderer

FORM OF PARTICULARS

1. Name of the firm and full address :
2. Telephone No./Fax No./e-mail address :
3. Full address of Branch Offices/Depots :
4. Constitution of firm whether a limited Company, Partnership or proprietary concern, registered small scale industry etc. :
5. Firms registration No. with concerned authority :
6. Year of constitution/Incorporation :
7. Nature of Business registered for :
8. Standing in Business :
9. Names of other major companies with whom registered. State nature of business for which registered year of registration) :
13. Name of Managing Director/Directors/ Partners :
14. Names of General Managers/Managers and other permanent managerial staff Attach statement indicating Names, Position held, qualification, relevant experience, No. of years engaged in present positions etc :
15. No. of other permanent staff including skilled and unskilled workmen(Furnish Details) :
16. (i) Central/State labour Licence No. :
(ii) ESI Registration No. :
(iii) PF Registration No. :

17. Any other information :

We M/s hereby certify that the details furnished as above are true to the best of my/our knowledge. I/We further declare that my/our firm has not been disqualified by any officer/department/undertaking of Government of India or other State Governments/ Major Ports in India.

Place:

Name & Signature of Managing Director
/ Director & Rubber Stamp of the Firm

Date:

AGREEMENT
(SAMPLE AGREEMENT)

Agreement made this..... day of, TWO THOUSAND AND TWENTY

BY AND BETWEEN

KAMARAJAR PORT LIMITED, a Company registered under the Companies Act, 1956 and having its registered office at Rajaji salai, Chennai-600 001, Tamilnadu, Chennai herein after referred to as KPL, which expression shall wherever the context so admits or permits, deem to mean and include its successors in office and assigns of the ONE PART

AND

MrManaging Director/Director, carrying on business under the name and style of M/shaving its registered office atherein after called the 'CONTRACTOR' which expression shall wherever the context admits or permits shall deem to mean and include his/their successors-in-interest, administrators and assigns of the OTHER PART

WHEREAS KPL have accepted a tender submitted by the contractor for providing the work for carrying out operations related with combating oil pollution as and other works as per Tender conditions at Kamarajar Port” (hereinafter called the “work”).

AND WHEREAS the contractor has furnished a Bank guarantee for Rs..... (Rupees.....
.....Only) issued by Bank vide BG No dated..... as Security Deposit for the due and proper fulfillment of all contract conditions.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

The Contractor hereby agrees to provide service contract for oil spill response and maintaining oil spill response equipment for Kamarajar Port for 2 years and extendable up to 1 year as per the Tender No. KPL/MS/OSRT/2020 (herein after called the 'said service') for the period of 24 months commencing from and expiring on

1. In this agreement works and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents shall deemed to form and be read and construed as part of this agreement viz:
 - a) Tender No. KPL/MS/OSRT/2020 including addendums / corrigendums issued by KPL
 - b) The Letter of Award/Acceptance
 - c) The Tender

Contractor: Name & Address

8. In the event of any part/clause of this Agreement is found to be void or unenforceable, the Parties would be entitled to enforce the other clauses and the unenforceability of any clause(s) shall not render this Agreement void.
9. Any amendment or modification to this Agreement shall only be in writing signed by duly authorized representatives of both Parties.
10. The Tender No KPL/MS/OSRT/2020 containing all the terms and conditions, Scope of work etc along with the bid of the Contractor and all correspondences connected therewith between KPL and Contractor shall be deemed to include herein and shall form part of this Agreement and shall be binding on the Parties hereto.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DAY, MONTH AND YEAR ABOVE WRITTEN.

Signed
on behalf of Kamarajar Port Limited.

.....

In the presence of
Name
Signature

Signed
on behalf of M/s

Managing Director / Director

In the presence of
Name & Signature

(Note: The Agreement is to be executed on "TAMIL NADU STAMP PAPER" of minimum value of Rs. 100/-)

NOTE: The Port reserves the right to modify the agreement suitably.

PERFORMANCE GUARANTEE FORMAT (BANK GUARANTEE)
(on stamp paper of minimum value of Rs.100/-)

To

General Manager (Marine Services)
Kamarajar Port Limited
Rajaji Salai,
Chennai- 600 001.

This guarantee executed _____ (Name and Address of the bank) hereinafter called the Guarantor of ONE PART in favour of M/s. KAMARAJAR PORT LIMITED having its registered office at Rajaji Salai, Chennai- 600 001 (hereinafter called "The Principal") which expression shall unless excluded by or repugnant to the context be deemed to include its successors or assigns of the OTHER PART.

WHERE the Principal has placed a Letter of Award/Acceptance dt. _____ against Tender No. KPL/MS/OSRT/2020 for providing service contract for Oil Spill Response and maintaining Oil Spill Response Equipment for Kamarajar Port" (hereinafter called "the said contract") in favour of M/s _____ having its registered office at _____ (hereinafter called "the Supplier") which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns.

WHERE AS the supplier in terms of the Contract has agreed to submit to the principal, Irrevokable Performance Guarantee amounting to Rs. _____ (Rupees _____ only) in favour of the Principal for a period ofyears as per Contract referred above, and

WHERE AS we _____ (Bank name and address) the 'Guarantor' have been requested by the Supplier to issue a performance guarantee for Rs. _____ (Rupees _____ only) in favour of the Principal and we the Guarantor are in agreement to do so.

NOW THIS AGREEMENT WITNESETH that in consideration of the aforesaid promises, we, the Guarantor _____ (Bank name & address) hereby confirm our agreement and undertake to pay to the Principal upon demand in writing whenever required by them to do so such sum or sums of money not exceeding the said sum of Rs. _____ (Rupees _____ only) arising out of any

loss or damage suffered or that may be suffered by the Principal due to Non Compliance of the scope of work only against the said Contract which arise during the agreed period as said above, in the said Contract.

We, the Guarantor hereby agree that upon demand by the Principal we shall honour the claim of the Principal and promptly pay the amount claimed under this Guarantee, without any demur and the Principal shall not be questioned for justification of such demand.

We, the Guarantor further agree that the Guarantee herein contained shall remain in full force for the agreed period as said above and in the event of claims lodged by the Principal this Guarantee shall continue to remain enforceable till the Principal's claims are fulfilled or discharged as the case may be subject to the provision that after the lapse of the agreed period, the Principal shall have no right of raising further additional claim under this Guarantee.

We, the said Guarantor do hereby undertake to indemnify and keep indemnified the Principal to the extent of Rs. _____ only. We, the said Guarantor, further agree that on a demand made by the Principal for honouring the Bank Guarantee, we have no right to refuse or decline the demand for any reason whatsoever. The fact that there is a dispute between the supplier and the principal is no ground for us, to decline to honour the demand under this Guarantee and the Principal shall always have a right to enforce the Bank Guarantee unconditionally without any reference to the said Supplier.

We, the Guarantor, further agree that a mere demand by the Principal is sufficient for us, to pay the amount covered by the Bank Guarantee without reference to the said Supplier and any protest by the said Supplier cannot be valid ground for us, to decline payment to the said Principal.

We, the Guarantor, further agree that the Guarantee herein contained shall remain in full force and effect for a period up to years from the date hereof.

It shall not be necessary for the Principal to proceed against the supplier before proceeding against us, the Guarantor and the guarantee herein contained shall be unconditionally enforceable against us, the Guarantor, notwithstanding any security which the Principal may have obtained or obtain from the Supplier at the time when proceedings are taken against us, the Guarantor, hereunder be outstanding or unrealised.

This guarantee shall be irrevocable and encashable / invokable at Chennai. (Mention Branch address at Chennai).

We, the Guarantor lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Principal in writing and agree that any change in the constitution of the said supplier or the guarantor shall not discharge our liability hereunder. Unless demand or claim under this Guarantee is received by the bank in writing within three months from the date of expiry of the guarantee i.e.

Our Liability under this Bank Guarantee shall not exceed
Rs. _____ (Rupees _____ only)

This Bank Guarantee shall be valid upto _____

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 after three months)

For _____ (Bank name & email id, postal address)

NB: It is pertinent and mandatory to furnish this Annexure should be in Stamp paper (Rs.100/-) along with EMD

Annexure 7

DRAFT INTEGRITY PACT

(The Integrity Pact agreement shall be executed in Rs 100/- non judicial stamp paper and shall be enclosed along with original EMD, copy of the same is to be uploaded in the e-procurement portal and reach Kamarajar Port Limited (KPL) corresponding address before opening Technical bid as per date and time given in the Tender.)

DRAFT INTEGRITY PACT

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

GENERAL

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

BETWEEN

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

AND

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for

(Name of the Contract / Project / Stores equipment / item). The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with the Bidder/s and Contractor/s.

In order to achieve these goals, the Principal will appoint an External

Independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

NOW, THEREFORE,

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

Enabling the PRINCIPAL/EMPLOYER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS / CONTRACTORS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL/EMPLOYER will commit to prevent corruption, in any form, by its officers 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 officer 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 officers 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 officer 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 officer 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 officers 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.
The Bidder / Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - x. The Bidder / Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - xi. The Bidder / Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal/Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
 - xii. The Bidder / Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
 - xiii. The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - xiv. If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the

Principal/Employer, or alternatively, if any relative of an officer of the Principal/Employer has financial interest / stake in the Bidder / Contractor's firm, the same shall be disclosed by the Bidder / Contractor at the time of filing of tender. The term

“relative” for this purpose would be as defined in Section 6 of the Companies Act 1956.

- xv. The Bidder / Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Employer.

Previous Transgression

The Bidder / Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify Bidder / Contractor’s exclusion from the tender process. If the Bidder / Contractor makes incorrect statement on this subject, the Bidder / Contractor can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Sanction for Violations

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

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

- (v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER / CONTRACTOR, in order to recover the payments, already made by the PRINCIPAL/EMPLOYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER / CONTRACTOR. The BIDDER / CONTRACTOR shall be liable to pay compensation for any loss or damage to the PRINCIPAL/EMPLOYER resulting from such cancellation/ rescission and the PRINCIPAL/EMPLOYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER / CONTRACTOR.
- (vii) To debar the BIDDER / CONTRACTOR from participating in future bidding processes of the Principal for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL/EMPLOYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER/CONTRACTOR(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrecoverable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL/EMPLOYER with the BIDDER / CONTRACTOR, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the PRINCIPAL/EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- (xi) The Bidder / Contractor accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken.

This undertaking is given freely and after obtaining independent legal advice.

- (xii) If the Bidder / Contractor can prove that he has restored /recouped the damage caused by him and has installed a suitable corruption prevention system, in such a case, it will be discretion of the Principal to revoke the exclusion prematurely.
- (xiii) The PRINCIPAL/EMPLOYER will be entitled to take all or any of the actions mentioned at Para (i) to (xii) above of this Pact also on the Commission by the BIDDER / CONTRACTOR or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER / CONTRACTOR), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or

Prevention of corruption Act, 1988 or any other statute enacted for prevention of corruption.

(xiv)

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

Fall Clause

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

Independent Monitors

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

1. Shri V Kannan,
Former CMD, Vijaya Bank
TA-1, Krishna Regency, Third Floor,
TATA Silk Farm, K.R. Road,
Basavanagudi,
Bangalore – 560004
080-40917288, 8105305555 (M)
kannan.venkata@gmail.com
2. Shri. R. Kuppan, IRSME.,
Former Principal Chief Mechanical Engineer
No.7, Old No. 4, Third Cross Street,
Trustpuram, Kodambakkam,
Chennai – 600 024
044-24730919, 9444999582 (M)
rkuppan@rediffmail.com

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 upto 2 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

Name

Designation

Designation

Witness 1

Witness 1

Name & address

Name & address

Witness 2

Witness 2

Name & address

Name & address

Place:

Place:

Date:

Date: