



KAMARAJAR PORT LIMITED
(A Mini Ratna Government of India Undertaking)
Vallur (Post),
Chennai – 600 120.

e - Procurement Mode
Tender No.:KPL/OP/ELE/09/2019

TENDER
For
“Technical Consultancy for Preparation of Detailed Project Report (DPR)
for setting up of Shore Power supply Facility at Kamarajar Port”

THROUGH
e – PROCUREMENT ON WEBSITE e-
procure.gov.in
VOLUME – I
TECHNICAL BID

Due date of submission : 1500 hrs on 13/02/2020

Date & Time of opening : 1530 hrs on 14/02/2020

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Kamarajr Port Limited
(A Govt. of India undertaking)
(A Mini Ratna Company)

NOTICE INVITING TENDER

Tenders are invited in two cover system from experienced contractors through e- procurement mode for the work of **“Technical Consultancy for Preparation of Detailed Project Report (DPR) for setting up of Shore Power supply Facility at Kamarajar Port”**. For more details visit Port Website: www.ennorport.gov.in or www.eprocure.gov.in or contact Deputy General Manager (Civil) at 044-27950029.

Kamarajar Port Limited
(A Government of India Undertaking)
(A Mini Ratna Company)

1. TENDER NOTICE

TENDER NO.:KPL/OP/ELE/09/2019

10 Notice Inviting Tender for “**Technical Consultancy for Preparation of Detailed Project Report (DPR) for setting up of Shore Power supply Facility at Kamarajar Port**” at an estimated cost of Rs.8,25,000/- excluding GST through e – Procurement on website e-procure.gov.in.

11 OBJECTIVE

Kamarajar Port Limited invites Sealed Tenders in two cover System from experienced and reputed electrical Contractors for the work of “**Technical Consultancy for Preparation of Detailed Project Report (DPR) for setting up of Shore Power supply Facility at Kamarajar Port**”.

12 MINIMUM ELIGIBLE CRITERIA

1. Having valid GST No.

2. Average annual Financial turnover of the firm during the last three years ending 31.03.2019 should not be less than Rs. 2,47,500/-.

3. Bidder having experience of completed similar work during last 7 years ending March – 2019 as follows. (Enclose the work order copy along with BOQ and completion certificate as proof)

a). Three completed “similar works” each costing not less than Rs.3,30,000/-.

OR

b). Two completed “similar works” each costing not less than Rs.4,12,500/-.

OR

c). One completed “similar works” costing not less than Rs.6,60,000/-.

“Similar Works” means “Providing technical consultancy for preparation of Detailed Project Report (DPR) for “Installation of Shore Power Supply / Power Supply Augmentation facility” in ports or in Central/ State Government or Central/ State Public Sector undertakings/ Multi National company / Public limited company / Private limited companies etc.

Note: If the tenderers submit work orders containing combination of different works then the relevant portion of the order (i.e.) order value related to the similar works only will be taken for evaluation purpose of the eligibility criteria.

The bidders should enclose the work order and completion certificate and other valid documents as mentioned above to substantiate their eligibility criteria and income tax returns along with profit and loss account statement and financial statement for substantiate the financial turnover. Otherwise, the bid will be summarily rejected

The documentary proof for meeting all eligibility criteria shall be copies notarized or in original.

1. Sub-contractors experience and resources shall not be taken into account in determining the bidders compliance with the qualifying criteria.
2. Even though the bidders meet the minimum 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.

13 EARNEST MONEY DEPOSIT

The bidder shall have to pay the Earnest Money Deposit of **Rs 16,500/-** in the form of Demand Draft drawn in favor of **Kamarajar Port Limited** on any **Nationalized/Schedule Bank (except Co-operative Banks)** enforceable and encashable at Chennai and the same to be reached the KPL on or before due date and time of submission of tender otherwise the tender shall be summarily rejected. **The firms registered with NSIC/MSME will be exempted from payment of EMD. The NSIC/MSME firms should also register in TReDS portal.**

14 VALIDITY

The tender shall be valid for a period of **120 Days** from the last date for submission of the tender

15 SUBMISSION

The Tender document shall be submitted online only in the designated two cover system on the e-Tender website www.eprocure.gov.in on or before **15.00 hrs 13/02/2020**.

1.6 PRE-BID MEETING

The KPL will hold a pre-bid meeting at **Port Administrative Office, Vallur Post, Chennai - 600 120** in order to clarify and discuss the issues at 11 30 hrs on **30/01/2020**. Any request or clarifications in writing must be sent to **The Deputy General Manager (C) in the Port Administrative Office, Vallur Post, Chennai - 600 120**. Tel No: 044-2795 0030 on or before 29/01/2020 at 16 45 hrs.

1.8 OPENING DATE

The technical bid (Cover-1) will be opened *in e- Procurement Mode* including modifications made pursuant in presence of the Bidders or their representatives who choose to attend the presence of authorized representatives of the bidding firms at **15 30 hrs on 14/02/2020** in the **Kamarajar Port Limited, Vallur (Post), Chennai – 600 120**. In the event of the specified date for Bid opening declared a holiday by the Employer, the Bids will be opened at the appointed time and location on the next working day.

1.9 CHANGES / UPDATION

Any changes and updations in the tender document will be displayed in the website:

www.ennoreport.gov.in or www.eprocure.gov.in.

1.10 CLARIFICATION / INFORMATION

Any clarification / Information can be obtained from The **Deputy General Manager (C)** at 044-27950029 at the Port Office.

1.11 SITE VISIT

It is the responsibility of the contractor to inspect the site before submission of tender documents to know the full implication of the contract and the site visit is mandatory before submission of tender documents.

DEPUTY GENERAL MANAGER (C)

2. GENERAL INFORMATION

2.1. Location and Connectivity

Kamarajar Port is located at a distance of 20 kms north of Chennai Port on the east coast of India. It is located adjacent to North Chennai Thermal Power Station of Tamilnadu Electricity Board. The Port can be reached from Chennai City by road up to Manali by Manali oil refinery road or inner ring road and then through TTP road-NCTPS road- Port access road. The nearest railway station is Athipattu and Athipattu Pudunagar on the Chennai-Gudur section of railway.

2.2. Present Tender

The present Tender is for **“Technical Consultancy for Preparation of Detailed Project Report (DPR) for setting up of Shore Power supply Facility at Kamarajar Port”**.

3. INSTRUCTIONS TO TENDERERS

3. INSTRUCTIONS TO TENDERERS

3.1 Sealed tenders are invited by Kamarajar Port Limited (KPL) in **TWO** Cover System from reputed and experienced technical consultants for **“Technical Consultancy for Preparation of Detailed Project Report (DPR) for setting up of Shore Power supply Facility at Kamarajar Port”** (hereinafter referred to as the Said Work and which is more fully described in section-4). They should enclose the proof of work experience certificate/ completion certificate copy of the work done. **Tender / Bid submitted through e-Procurement mode only will be taken up for the purpose for evaluation. The tender would be floated in e- Procurement mode. EMD shall reach to KPL before the closing date and time of tender.**

3.2 The Tenderers shall also furnish details of their organizational structure and the manpower resources that are available for carrying out the Said Work. As regards the financial status, the Tenderers shall furnish the data as required in Annexure – 2 and should submit the profit and loss statement and balance sheet duly attested by the Company’s/Firm’s Chartered Accountant. The Tenderers shall submit a written Power of Attorney for authorizing the signatory of the Tender to sign and submit the tender- bid.

The tenders should be accompanied by Earnest Money Deposit (EMD) for a sum of **Rs 16,500/-** in the form of Demand Draft drawn in favour of **“KAMARAJAR PORT LIMITED”** on any nationalized / scheduled Bank (except Co-operative Banks) payable at Chennai. Any tender received without EMD will be summarily rejected. **The firms registered with NSIC/MSME will be exempted from payment of EMD. The NSIC/MSME firms should also register in TReDS portal.**

The EMD given by all the tenderers except the L2 tenderer shall be refunded within 30 days from the date of opening of the financial bids. The EMD deposited by the L2 tenderer will be refunded within 15 days from the date of signing of agreement with the successful tenderer. EMD submitted by the successful tenderer will be refunded within 30 days from the date of submission of performance guarantee and signing of agreement. No interest shall be payable by KPL on the EMD amount from the date of its receipt until its refund. EMD be refunded suo-

“Technical Consultancy for preparation of DPR for setting up of shore power supply facility at Kamarajar Port”

motto without any application from the bidders.

The earnest money, which a tenderer for a contract is called upon to furnish along with his application for issue of tender for the contract is not a security deposit within the meaning of rule 45 of the saving bank rules for depositors. No account can, therefore, be opened for the deposit of such earnest money in the post office savings bank.

The EMD will be forfeited in the following cases:

- a). If the tenderer withdraws the tender before the expiry of the validity period or before the issue of letter of acceptance whichever is earlier or makes any modification in the terms and conditions of the tender which are not acceptable to KPL, then the KPL shall, without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely.
- b). If the successful tenderer fails to submit the Security cum Performance Guarantee within 15 days from the date of issue of Work order; the earnest money is absolutely forfeited automatically without any notice.
- c). If only a part of the work as shown in the tender is awarded, and the contractor does not commence the work, the amount of the earnest money to be forfeited to KPL should be worked out with reference to the estimated cost of the work so awarded.
- d). In case forfeiture of earnest money as prescribed above, the tenderer shall not be allowed to participate in the retendering process of the work.

3.3 KPL shall hold a pre-bid meeting in order to clarify and discuss issues with respect to the Tender. The meeting shall be held on 30/01/2020 at 1130 hours at Port Administrative Office, Vallur Post, Chennai - 600 120. The bidders are requested to attend the Pre-bid meeting for clarification about the tender. All the bidders should possess a valid e- token for submitting their offer. During the pre-bid meeting, the queries received in advance would, in the first instance, be clarified, and followed by those raised at the meeting. KPL's response would be published in website of KPL/ CPP portal in the form of an Addendum.

3.3.1 The purpose of the meeting will be to clarify issues and to answer question on any matter that may be raised at that stage.

3.3.2 The bidder is requested to submit any questions in writing or by fax to reach the Employer not later than **29/01/2020, 16 45Hrs.**

- 3.3.3 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given, any modification of the bidding documents which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum and not through the minutes of the pre-bid meeting.
- 3.3.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- 3.4 The tenderer shall quote his rate for each item of work in the Schedule of Quantities (Price Bid) both in figures and in words and also fill up the amount column without any omission. The rate quoted shall be deemed to be basic unit rate except GST that the Contractor will have to pay for the performance of this Contract. The GST will be reimbursed by KPL on production of remittance only on the 25th day of subsequent month provided ITC will be reflected in KPL's GST portal. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law. Any new taxes, levies, duties imposed after signing the contract shall be reimbursed by the employer on production of documentary evidence. The rates and prices quoted by the tenderer shall be fixed for the duration of the contract and shall not be subject to adjustment on any account. No escalation what so ever is not allowed.**
- 3.4.1 The contract shall be for the whole works as described based on the priced Bill of Quantities submitted by the Bidder.
- 3.4.2 The Bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities, in case any difference in rates quoted in figures and words, the rate quoted in words will be considered for evaluation and award. Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 3.4.3 All duties, taxes and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder. However, GST alone will be reimbursed as per clause no.3.4.
- 3.4.4 The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.
- 3.4.5 The Unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

3.5 The Tenderer shall give an undertaking that he will comply with all conditions in the tender document.

3.6 Tender document can be submitted online only in the designated two cover system on the e-Tender website eprocure.gov.in on or before 15.00 hrs on 13/02/2020.

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

3.6.2 Tender document shall be submitted online only in the designated two cover system on the e-Tender website [www.eprocure.gov.in](https://eprocure.gov.in) on or before due date.

The following are the procedure for submission of tender through online.

(i) Bidder should do the registration in the tender site using the “Click here to Enroll” option available.

(ii) The Digital Signature registration has to be done with the e-token, after logging into the site.

(iii) 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.

(iv) Bidder should read the tenders published in the site and download the required documents / tender schedules for the tenders.

(v) Bidder then logs into the site by giving the user id/password chosen during registration and password of the DSC/etoken.

(vi) Only one DSC should be used for one bidder. If a bidder uses more than one DSC token, the bid would summarily be rejected.

(vii) Bidder should read the Tender schedules carefully and submit the documents as per the Tender else the bid will be rejected.

(viii) If there are any clarifications the same may be clarified during the pre-bid meeting.

(ix) Bidder should take into account the corrigendum's if any published before submitting the

bids online.

(x)) Bidder must in advance prepare the bid documents to be submitted as indicated in the tender schedule and they should be in the required format. If there are more than one document, they can be clubbed together.

(xi) Bidder selects the tender which he is interested using search option & then moves it to the my favorites folder.

(xii) From the folder, appropriate tender can be selected and all the details can be viewed.

(xiii) The bidder should read the terms & conditions and accept the same to proceed further to submit the bids.

(xiv) The bidder has to enter the password of the DSC / etoken and the required bid documents have to be uploaded one by one as indicated.

(xv) The bidder has to submit the relevant files required (satisfactory work experience/completion certificate consists of name of the work, value of work, completion date etc. of the work done, annual turnover certificates, valid license copies / certificates to substantiate the eligibility criteria) as indicated in the cover content. In case of any irrelevant files, the bid will be rejected / will not be accepted by the system.

(xvi) The rates should be offered in the format specified. (.xls format)

(xvii) If the rates are not offered as per the given format the bid cannot be submitted / will not be accepted by the system.

(xviii) Upon successful completion of the bid, the system will give a successful bid up dation message, bid summary will be shown with the bid no., date & time of submission of the bid along with all other relevant details.

(xix) The bid summary should be printed and kept as an acknowledgement.

(xx) The bid summary will act as a proof of bid submission for the subject Tender.

(xxi) For any clarifications regarding the Tender, the bid number can be used as a reference.

(xxii) The bids should be submitted on or before the prescribed date & time.

(xxiii) 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.

(xxiv)) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

(xxv) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & cannot be viewed by any one until the prescribed date & time of bid opening.

(xxvi) The confidentiality of the bids would be maintained. Secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

(xxvii) Any document that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyer's public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.

(xxviii) 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.

38 The offer will remain valid for a period of 120 days from the date of opening of tender. A bid valid for a shorter period is liable for rejection at the discretion of the company. In case, bid evaluation and award of work is delayed, on request of the employer, the contractor may require to submit the bid validity extension without prejudice to tender provisions.

39 Modification / Substitution / Withdrawal

The tenderer may modify, substitute, or withdraw its tender after submission, provide that written notice of the modification, substitution, or withdrawal is received by the KPL before due date of submission of tender document, i.e **1500Hrs. 13/02/2020 only through e- Procurement mode.**

Additionally the Modification, Substitution, or Withdrawal notice shall be prepared, sealed,

marked and delivered with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” OR “WITHDRAWAL”, as appropriate.

No tender shall be modified, substituted, or withdrawal by the tenderer after the due date for submission. Any modification / substitution / withdrawal after the due date will result in forfeiture of Earnest Money Deposit.

3.10 Bid Opening and Evaluation:

The tender would be opened in e-Procurement mode at the prescribed date and time.

3.10.1 On the due date and appointed time as specified in Clause, the Employer will first open Technical bids *in e- Procurement Mode* including modifications made pursuant to clause in presence of the Bidders or their representatives who choose to attend. In the event of the specified date for Bid opening declared a holiday by the Employer, the Bids will be opened at the appointed time and location on the next working day. The tender will be opening at Kamarajar Port Limited, Administrative office, Vallur Post, Chennai-600 120.

3.10.2 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Clause and the minutes shall form part of the contract.

3.10.3 Process to be Confidential

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

3.10.4 Clarification of Bids

To assist in the examination and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by fax, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to conform the correction of arithmetic errors discovered by the employer in the evaluation of bids in accordance with clause subject to sub clause, no bidder shall contact the employer on any matter relating to his bid from the time of the bid opening to the time

contract is awarded. If the bidder wishes to bring additional information to the notice of the employer, he should do so in writing. Any effort by a bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of his bid.

3.105 Examination of Bids and Determination of Responsiveness

Prior to detailed evaluation of Bids, the Employer will determine whether each bid (a) meets the eligibility criteria defined in clause no.1.2. (b).has been properly signed by an authorized signatory (accredited representative) holding power of attorney in his favour. The power of attorney shall interalia include a provision to bind the bidder to settlement of disputes clause; (c) is accompanied by the required Bid Security and; (d) is responsive to the requirements of the bidding documents.

A substantially responsive technical and financial bid is one which conforms to all terms, conditions and specification of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the works; (b) which limits in any substantial way, the employers rights or the bidders obligations under the contract; or (c) 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 employer and will not subsequently be made responsive by correction or with drawl of the non-conforming deviation or reservation.

3.11. Seeking compliance from bidders after tender opening

No clarification should be sought from the bidders, under any circumstances, once the bids are opened. However, with a view to widen competition, seeking confirmations from the bidders is allowed , on the issues where the bidder confirms compliance in the evaluation matrix and contradiction exists on the same issue due to lack of required supporting document in the bid (i.e document is deficient or missing) or due to some statement at other place of the bid (i.e reconfirmation of compliance) or vice versa. The bid refers to un-priced bid in the case of two cover system. The guiding principle in all the above situations is that the basic

structure of the bid already submitted by the bidder should not be allowed to change after opening of bids.

3.12 Correspondence with bidders by indentors / users

All correspondence with the bidders must be done by tender processing group only. However, after award of contract, project manager has to interact with the contractor for execution of contract, provided the same does not result into modification of any condition of contract and does not involve any financial implications.

3.13 The Price-Bids of only such of those tenderers who become eligible after the evaluation of Technical-Bids shall be opened at a later date.

3.14 AWARD OF WORK

3.14.1 Process for Award of work

- a) The tender offers received shall be studied in detail and a comparative statement of substantially responsive bids shall be prepared. A substantially responsive tender offer is one that conforms to all the terms, conditions and specifications included in tender documents, without material deviations or reservations. If any clarifications are required from the tenderer, the request and the response shall be in writing but no change in the price or substance of the tender offer shall be permitted. The comparative statement is checked and signed by all the members of the Tender Committee (TC).
- b) The comparative statement shall be in such a way that the rates are in comparable position as per the terms of tender enquiry without accepting any special conditions made by the parties. Variation, deviations, alternative offers and other factors which are in excess of the requirement of the tender documents or otherwise result in unsolicited benefits shall not be taken in to account in tender evaluation. However, appropriate adjustments may be considered for correction and errors (only arithmetical errors evident in the tender offers) and for acceptable variations, deviations, and discounts offered within tender requirements.
- c) Based on the comparative statement, L1, L2, L3.... Ln shall be determined and the rates of L1 shall be examined in detail with reference to the estimated rates. If L1 rates are reasonable the TC shall recommend the placement of order on L1 party.
- d) In the case of tender for pre-qualification bids, or technical bids, the comparative statements prepared shall show the position of the various parameters and commercial terms and the

same shall be put up to TC for study and for recommendation. The recommendations of TC are put up to the Competent Authority for sanction. If, however, the terms and specification and other parameters are to be discussed with the parties, the TC shall do so before finalise their recommendations.

3.14.2 Guidelines for Award of work

The TC shall also prepare evaluation report comprising following procedure for evaluation. The report will be prepared by the TC. This committee will follow the following procedures for evaluation:

- i. Evaluation will be done only on the basis of set criteria which will be clearly stated in the bid documents. No document presented by the bidder after the closing date and time of the bid will be taken into account TC, unless it is of a purely technical nature which has no bearing financially on the contract and which does not seek major changes in technical specification given in the bid documents.
- ii. If a bidder offers a rebate unilaterally after the closing date and time of the bid, it will not be taken into account for evaluating purpose by the Tender Committee but if that bidder emerges as the lowest tender the rebate offered will be taken into account by the TC. The Tender Committee's recommendations shall be submitted by the coordinating officer to the competent Authority for its consideration for seeking its approval.
- iii. The tender committee's report will be self contained, clear and unambiguous. The TC must verify the documents meticulously and bring out all the deviation, if any.
- iv. If the prices quoted are above or below the cost estimate by a percentage considered abnormal say 25%, the tender committee will give the reasons for such variation. Cogent reasons will be given for rejecting/accepting bids as Non-responsive/responsive.

If the bid of the successful bidder is seriously unbalanced in relation to the company's estimate of the cost of work to be performed under the contract, the company may require the bidder to produce detailed price analysis for any or all items of the tendered bill of quantities to demonstrate the internal consistency of these rates with the execution method and schedules proposed. After evaluation of the price analysis, the company may require that the amount of

performance security is increased at the expense of the successful bidder to a level sufficient to protect the interest of the company against financial loss in the event of default of the successful bidder under the contract.

3.14.3 While studying various bids and recommending or rejecting any party, the TC shall keep in mind that though the company is not bound to accept any offers, even though lowest, at the same time the company must act in a reasonably bonafide way and not arbitrarily and the same should be on record. While studying the comparative statement and rates and conditions of the various parties, TC shall study the conditional offers also and make assessment of the various offers. The late offers received after opening of the tender shall not be opened and the same be returned. The delayed offers received by registered post after due date but posted before the due date may be considered for opening by TC subject to approval of competent authority.

Circular No. 4/3/07 Sub: Tendering process – negotiation with L1.

1.

- i) As post tender negotiation could often be a source of corruption, it is directed that there should be no post tender negotiation with L1, except in certain exceptional situation. Such exceptional situation would include procurement of proprietary items, items with limited source of supply and items where there is suspicion of a cartel formation. The justification and details of such negotiation should be duly recorded and documented without any loss of time.
- ii) In case where a decision is taken to go for retendering due to the unreasonableness of the quoted rates, but the requirements are urgent and a retender of the entire requirement would delay the availability of the item, thus jeopardising the essential operation, maintenance and safety, negotiation would be permitted with L1 bidder(s) for the supply of a bare minimum quantity. The balance quantity should, however, be procured expeditiously through a re-tender, following the normal tendering process.
- iii) Negotiation should not be allowed to be misused as a tool for bargaining with L1 with dubious intention or lead to delays in decision making. Convincing reason must be recorded by the authority recommending negotiation. Competent authority should exercise due diligence while accepting the tender a tender or ordering negotiation or calling for a re-tender and a definite time for you should be indicated, so that the time taken for according requisite

approval for the entire process of award of tenders does not exceed one month from the date of submission of recommendations. In case where the proposal is to be approved at higher level, a maximum of 15 days should be assigned for clearance at each level. In no case should the over all time frame exceed the validity period of the tender and it should be ensured that tenders are invariably finalised within their validity period.

iv) As regards the splitting of quantities, some organisation had expressed apprehension that pre-disclosing the distribution of quantities in the bid document may not be feasible, as the capacity of the L1 form may not be known in advance. It may be stated that if, after due processing it is discovered that the quantity to be ordered is far from than what L1 alone is capable of supplying and there was no prior decision to split the quantities, then the quantity being finally ordered should be distributed amongst the other bidders in a manner that is a fair, transparent and equitable. It is essentially in cases where the organisation decides in advance to have more than one source of supply (due to critical or vital nature of the item) that the commission insists on pre –disclosing the ratio of splitting the supply in the tender itself. This must be followed scrupulously.

v) Counter - offers to L1, in order to arrive at an acceptable price, shall amounts to negotiation. However, any counter offer thereafter to L2, L3 etc. (at the rates accepted by L1) in case of splitting of quantities, as pre-disclosed in the tender, shall not be deemed to be a negotiation.

2. It is reiterated that in case L1 backs out, there should be a re-tender.

i). The recommendations of TC shall be signed by all of its constituents. Based on the TC recommendation the coordinating Officer concerned shall put up for the approval of Competent Authority.

3.14.4 Issue of Work Order:

3.14.7.1 Work order shall be issued by the appropriate authority to the PARTY and copies thereof shall be endorsed to all concerned Department including finance Department. After receipt of confirmation and performance security form the successful party, the appropriate authority shall intimate the finance to refund EMD received from other parties whose offers have not been considered.

3.14.7.2 Since the validity of the offer by the parties is for a limited period i.e. 120 days, the coordinating officer shall pursue the matter to ensure that the work order is issued in time. In the event of any delay likely to take place in releasing of work order extension of time if any shall be obtained in time from the bidder by the coordinating officer.

3.14.7.3 Contract register shall be maintained by the coordinating officer, wherein each contract/work order issued shall be entered. The serial number of the register shall be the contract number. The register shall contain the Sl.No., date, particulars of works, amount, name of the party to whom issued, unit, schedule date of completion, actual date of completion, actual final bill amount, signature of the concerned officer and at project site also a similar register shall be maintained. The site record shall be maintained by the executive authority in respective mines. The site record includes site register, hindrance register and inspection and quality control register.

3.15 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

The bidder whose bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in conditions of Contract called the —letter of Intent¶) will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the —Contract Price¶). The notification of award will constitute the formation of the Contract subject only to the furnishing of a performance security. The Agreement will incorporate all correspondence between the Employer and the successful Bidder. It will be signed by the representative of the Employer as per DOP and sent to the successful bidder. Upon the signing of agreement by the successful Bidder, the Employer will promptly notify the L2Bidder that their Bids have been unsuccessful and release their Bid security.

3.16 KPL reserves the right to accept or reject any or all of the Tender-bids or to annul the tender process without assigning any reason whatsoever at any time prior to the acceptance of the tender without any liability for such action. KPL also reserves its rights at its discretion to amend the requirements and conditions as set out in this Tender-document. KPL may at its

discretion cancel or withdraw this Tender Notification without assigning any reasons whatsoever.

3.17 Within 15 days from the date of issue of work order, the successful tenderer shall furnish a security deposit cum Performance Guarantee in the form of Bank Guarantee/DD prescribed in tender, for a value of 10% of the total contract price. The Bank guarantee/DD should be issued by any nationalized / scheduled bank (except co operative bank) en-cashable at Chennai, for the due fulfillment of the contract. The bank guarantee should cover the contract period plus 03 months claim period. The Performance Guarantee will be released by KPL after successful completion of the contract period.

3.18 The Successful Tenderers shall enter into an agreement in the form as prescribed in tender, within a period of 15 days from the date of issue of the LOA.

3.19 The failure of the Successful Tenderer to comply with the requirements of Clauses 3.17 and 3.18 shall constitute sufficient grounds for the annulment of the award of the Tender to it and shall also result in the forfeiture of the EMD by KPL. KPL may, at its discretion, thereafter accept the next suitable offer.

3.20 Offers without prescribed Bidding Documents of KPL

The condition "Offer sent without having the prescribed bidding document of KPL and/or without complying with the terms and conditions of bidding document for submitting the offer, will be ignored straightway".

3.21 The Tender procedure manual and works manual July-2014 of KPL available in KPL website also be referred and become part of tender document. The General Financial Rules-2017 and the two manuals viz. Procurement of Goods 2017 and Procurement of Consultancy and other services 2017 issued by Government of India also be referred and become part of tender document

4. SCOPE OF THE WORK

4.1 Scope of Work:

This consultancy study is for “**Preparation of Detailed Project Report (DPR) for setting up of Shore Power supply Facility at Coal Berth-1,2,3&4, General Cargo Berth to provide shore power supply to calling vessels & to provide shore power supply to Tugs at small craft jetty-1,2 & 3 inside the port**”. The bidders are requested to inspect the site before submission of tender document to know the full implication of the contract. To facilitate site visit, the bidder may contact Deputy Manager (Electrical) during office hours (Mobile No.:9600162167).

The study shall consist of the following.

- Brief description of the Shore Power Supply to vessels at port.
- Carry out a survey of power supply requirement of the various ships calling at the above said berths at port for at least 02 months including details on the present electrical system covering operating voltage, frequency, continuous load to be supplied. Peak load and duration, DOL starter equipment rating, short circuit current rating of their system and on board of the ships to receive power from shore, power requirement / demand of ships and its demand pattern, quantum, duration, quality and present mode of power generation, data collection on cost of diesel power generation incurred by ships and its variation including diesel consumption and its pattern, data collection / inventory on ships, their frequency and duration of stay. It is the responsibility of the consultant to deploy experienced engineer to collect the above said details from the various vessels calling at above said berths. The vessel arriving details shall be collected from KPL well in advance. KPL will only coordinate to get necessary permission to on board in the vessels for collecting the above said details by the consultant representative.
- Carry out a survey of power feeding hatch point in each type of vessel at each berth, mean height from deck level, extent of side / vertical and axial swings from deck platform, length of feeder cable needed inside the ship to reach connector location etc.
- Collect past data from KPL about the average berthing time for each type of vessel, number of vessels to be provided with shore power at any given time and list the activities along the berth interfering with power feeding during ship berthing for deciding the number and location of feeding station on each berth.
- Estimate the capacity of shore based power supply station to be built which will adequate to supply the power requirement of the vessels at various times and loads. This shall include power transformers, isolation transformers, static frequency converters, HT & LT panels, cable reeling arrangement, control and automation etc.
- Discuss with KPL on modular design possibilities to keep the low operating cost and investment in phases.
- Study the area around berths for setting up shore to ship power supply facility converter

station, its possible elevation to avoid flooding, external power line routing facilities etc.

- Study the facilities available at berth and the various shore based power feeding system that can be erected at the berth without affecting port operation.
- Study the power cable routing from converter stations to berth feeding points with minimum interference to port operation and safety.
- Study the up gradation / scheme required in the present electrical system of KPL to facilitate for introduction of shore to ship power supply facility of proposed capacity.
- Estimate the total cost of the facility including converter station, power feeding facility at berths, jetty, KPL's electrical up gradation, buildings and other civil works and all associated costs. Preparation of all single line diagrams for electrical power supply arrangement, building and other civil drawings etc.
- Study the metering arrangement for recording the power consumption and billing system.
- Broad specification and list of components of shore power supply system and other associated works.
- Based on location / site assessment, preparation of Design and Layout.
- Draw the complete BOQ with specification and standards which will enable the process of bid specification for implementation.
- Tentative schedule of implementation.
- Arrive the cost / tariff for power that could be charged to the vessels and payment terms and other commercial terms.
- Study the related environmental and safety issues. **Any third party fees required to be paid by the consultant only.**
- Study the commercial and legal aspects of selling power to ships. **Any third party fees required to be paid by the consultant only.**
- To obtain details of shore to ship power supply systems installed in other ports, its utilization and data reliability. **Any cost involvement to collect the details from other ports in India and abroad shall be borne by the consultant only.**
- Policy, statutory clearances, legal and regulatory study and approval from various government agencies to implement the project. **Any third party fees required to be paid by the consultant only.**
- Risk assessment and Risk mitigation.
- SWOT analysis.
- Manpower required and organizational chart for monitoring the project.
- Global practices followed.
- R&D technology.
- List of organizations involved in the project.

“Technical Consultancy for preparation of DPR for setting up of shore power supply facility at Kamarajar Port”

- Compilation of detailed report comprising of observations, recommendations with adequate financial justifications, vendor support data etc.
- All the data collected from the KPL to be tabulated properly and submitted along with detailed report in the form of Soft copy and Hard Copy.
- Presentation of the detailed report and data collected from the KPL to be given to KPL Management before final submission of report to KPL.
- Submit a final DPR report considering all the above.
- Any other works required to complete the work successfully shall be done by the consultant at their cost.

5. GENERAL CONDITIONS OF CONTRACT

5.1 Definitions and Interpretations.

In the Contract (as hereinafter defined), the following expressions shall have the meanings herein assigned to them except where the context otherwise requires: -

- ‘Board’ means the Board of Directors of Kamarajar Port Limited incorporated under Company’s Act, 1956 (hereinafter referred to as KPL).
- ‘Chairman-cum-Managing Director’ means the Chairman of the Board of Directors of KPL (hereinafter referred to as CMD).
- ‘Director (O)’ means the Director (Operations) of KPL.
- ‘Contract’ means the general and special conditions, price Bid, drawings, priced bill of quantities, tender documents and Contract agreement.
- ‘Contractor’ means the person or persons, firm or company whose tender has been accepted by KPL.
- ‘Contract Price’ means the amount quoted in the tender subject to such conditions thereto or deductions there from as may be made in the provisions hereinafter contained.
- ‘Premises’ means the lands and the other places on/under/in/of under the control of KPL
- ‘Work’ means the work to be performed by the Contractor in accordance with the terms and conditions of the Contract under the relevant schedules.

5.2 General Conditions

5.2.1 The Contract:

The Contractor shall perform the work under this Contract in accordance with the Terms and Conditions as set-forth in the Tender-documents.

5.2.2 Period of Contract:

The technical consultant shall submit the final report within 06 months from the date of issue of work order.

5.2.3 Man-Power:

The works covered under the Scope of this Tender shall be carried out by qualified and experienced personnel.

5.2.4 Mode of Payment.

The 50% payment will be released by KPL after submission of Final report and balance 50% of payment after acceptance of the report by KPL.

5.2.5 Undertakings of Contractor:

The Contractor shall pay all taxes imposed by law or by any other statutory or legal authority in respect of its contractual obligations that are required to be performed under the Contract. The Contractor shall comply with all applicable statutory requirements under law and shall be liable to compensate KPL for all legal consequences that may be fastened on KPL consequent to any infringement of any of the Contractor's contractual and/or statutory obligations.

5.2.6 Resolution of Disputes

5.2.6.1. Any dispute or difference or claim of any kind whatsoever between KPL and the Contractor arising in connection with or out of this Contract; its execution - whether during the execution of Contract or upon expiry; or whether before/after the determination, abandonment or breach of Contract ("the Dispute") shall in the first instance be amicably resolved through good faith negotiations between the Parties within a period of 30 days from the date of service of notice on the other Party regarding such Dispute.

5.2.6.2. In the event of failure of such good faith negotiations, the Dispute shall be referred to the Chairman-cum-Managing Director, KPL for settlement.

5.2.6.3. If the said Dispute still remains unresolved for a period of 30 days from the date of such reference, the said Dispute shall be referred for arbitration to an Arbitral Tribunal in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the Rules framed there under ("the Act"). Any amendment or modification to the Act shall deem to be incorporated in the Contract and be applicable from the date notified.

5.2.6.4. The Arbitral Tribunal shall comprise 3 members. The Parties herein shall each nominate an Arbitrator and the said Arbitrators shall thereupon nominate the Presiding Arbitrator. The Contractor shall, notwithstanding any Dispute between it and KPL or the pendency of any Dispute with the Arbitral Tribunal shall continue to discharge its obligations under the Contract. The pendency of any Dispute or reference to arbitration shall not be a ground or an excuse for its

failure to discharge its contractual obligations during the tenure of the Contract

5.2.6.5. The venue of the arbitral proceedings shall be Chennai. The courts in Chennai shall have exclusive jurisdiction to decide all Disputes arising out of or under this Contract.

5.2.7 Suspension:

5.2.7.1. Should any of the following events occur and/or continue, KPL may, by a written-notice to the Contractor, suspend either in whole or in part, payments that are to accrue to the Contractor under the Contract:

5.2.7.2. A default shall deemed to have occurred on the Contractor's part in the execution of the Contract in the event of the Contractor's failure to perform or if the Contractor commits a breach of the terms contained in the tender.

5.2.7.3. Any other situation that has arisen which, in the reasonable opinion of KPL, interferes or threatens to interfere-with the successful execution of the services or achieves the purpose for which this Contract has been executed.

5.2.8 Termination of the Contract by KPL:

5.2.8.1.KPL may by a written notice to the Contractor, terminate the Contract if any of the conditions of default should continue for a period of fifteen (15) days after KPL notifying the Contractor in writing of having suspended the payments accruing to the Contractor under the Contract.

5.2.8.2. KPL reserves the right to terminate the Contract for unsatisfactory performance of the Contractor, determined solely at KPL's discretion, at any time after having given 15 days notice in writing.

5.2.9 Termination Procedure

5.2.9.1. Upon receipt of notice of termination, the Contractor shall forthwith vacate KPL's premises by handing over vacant possession of the premises, installations and equipments to KPL's authorized representative in good working order and condition.

5.2.9.2. In the event of any damage to KPL's premises, installations or equipments reasonably assessed by KPL at the time of such termination, the Contractor shall be liable to pay the value of the damages so assessed by KPL. KPL shall also be entitled to deduct the said sum out of any sum accruing to the Contractor under this Agreement.

5.2.10. The Contractor shall be solely responsible for any injury/damage/ loss of any of the Contractor's men or materials and for any damage/accident/injury to its personnel during the execution of works under this Contract. KPL shall not be held responsible for any reason

whatsoever for any claims made by any person who is under the employment of the Contractor or whose services has been engaged by the Contractor. The Contractor shall indemnify KPL and keep KPL indemnified against all such injury/damage/loss of Contractor's men and/or materials.

5.2.11 Accident, Damage or Injury and Reporting:

5.2.11.1. The Contractor shall be solely responsible for any accident, damage or injury caused to any of its employees or to KPL's employees during the course of execution of the Contractor's obligations under this Contract. KPL shall not be held liable or responsible for any reason whatsoever for any claim made by any person who is either in the employment of the Contractor or whose services have been engaged by the Contractor.

5.2.11.2. The Contractor shall be solely responsible to report to KPL/ Police Department / Competent Authority upon the occurrence of any accident resulting in injury to any person or damage to materials during the course of execution of the Contractor's obligations under this Contract or in areas that are under the effective control of the Contractor during the tenure of this Contract.

5.2.11.3 The Contractor shall, at all times, ensure that all its employees are adequately insured and are fully covered for the risks that would be involved while/for carrying out the works and that the insurance policy shall remain in full force and effect until the expiry of the contract. A copy of the said insurance policy shall be furnished to KPL.

5.2.11.4 The Contractor shall provide **insurance Policy**, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Contract Period, for the contract value stated in the LOA for the following events which are due to the Contractor's risks:

- a) loss of or damage to the Works, Plant and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
- (d) personal injury or death.
- (e) loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable.

5.2.12 Regulatory Measures:

5.2.12.1. The Contractor shall not house any of its employees within KPL's Premises. The Contractor shall not erect any structure even of a temporary nature for any other purpose whatsoever on KPL's premises except on securing the prior written permission of KPL. Even such construction erected after due permission from KPL shall be removed by the Contractor whenever called upon to do so by KPL. The Contractor shall not be liable to be compensated either for the construction or removal of the said superstructure(s).

5.2.12.2. Only vehicles which carry vehicle permits issued by KPL shall be allowed inside KPL's premises.

5.2.12.3. Admission of the Contractor's employees into KPL'S Premises shall be regulated by passes ("Pass"). The Contractor shall notify KPL in writing of the number of persons who would be required for performance of its contractual obligations under this Contract. KPL, on being convinced of the genuineness of the Contractor's request, shall issue Passes to enable the entry of only that many of the Contractor's employees into KPL's Premises. The Contractor shall surrender the Passes within 48 hours on expiry or termination of the Contract, whichever is earlier. Failure of the Contractor to return all the Passes shall entail a penalty of Rs.200 /- per Pass plus such other charges as may be levied by KPL at its discretion. In the event of dismissal of an employee of the Contractor under the terms of this Contract, the Contractor shall forthwith surrender the dismissed employee's pass to KPL. Only on the said dismissed employee being replaced by the Contractor in accordance with this Contract would the Contractor be entitled for a Pass from KPL. Should the Contractor at any point in time feel the need to employ more number of persons in order to effectively discharge its obligations under the terms hereof, KPL shall, at its discretion, issue additional passes on the same terms and conditions.

5.2.13 Clearance of the premises on completion of the Contract period:

On the completion of the work the Contractor shall clear away and remove from the site all constructional plant, temporary works, surplus materials and rubbish of every kind and leave the site and works clean and in a workman like condition to the satisfaction of the Deputy General Manager (Civil)

5.2.14 Removal of Contractor's employees

The Contractor shall employ in and about the execution of the works only such persons as are careful skilled and experienced, in their several trades and calling to the approval of the Deputy General Manager (Civil). The Deputy General Manager (Civil) shall be at liberty to object to and

to require the Contractor to remove from the above works any persons employed by the Contractor in or about the execution of the works who in the opinion of the Deputy General Manager (Civil) misconduct himself or incompetent or negligent in the proper performance of his duties and such persons shall not be again employed in the works without the written permission of the Deputy General Manager (Civil).

5.2.15. Penalty.

5.2.15.1 In the event of any default or non-availability of the Contractor's services, KPL after notifying the contractor reserves its right to deploy its own/third party personnel to carry-out the said work and the expenses incurred by KPL for carrying out such work shall be recovered/deducted by KPL from and out of the payments accruing to the Contractor under the terms of this Contract.

5.2.15.2. Any failure by the Contractor to carry out any of the works mentioned in the scope of work to KPL's satisfaction shall, at KPL's discretion, result in the forfeiture of Performance Security provided by the Contractor and termination of the Contract.

5.2.15.3. The Contractor shall be solely responsible for securing the insurance cover and for the payment of premiums for the said Insurance Policies covering all its employees and personnel who are engaged in performing the obligations under this Contract.

5.2.15.4. The Contractor shall comply with the provisions contained in the Minimum Wages Act while effecting payments to its employees. The Contractor shall be solely liable and responsible for complying with all applicable labor laws including but not limited to Minimum Wages Act, Workmen's Compensation Act, Provident Fund and E.S.I

5.2.15.5 The Contractor shall carry out all its obligations under this Contract only upon complying with all the safety regulations.

5.2.15.6 Notwithstanding anything hereinabove contained, the Contractor shall deemed to have inspected the premises and satisfied itself before submitting the Tender-bid, as to correctness and sufficiency of the tender conditions vis-à-vis the work that is required to be discharged under the terms of the Contract and of the price stated in the schedule so as to enable it to comply with all its obligations under this Contract for fulfilling and satisfactorily discharging the work. The Contractor shall not be entitled to any escalation in price on any ground or reason whatsoever including but not limited to consequences arising due to change in any statutory provision.

5.2.16 Notices or Requests:

Any notice or request required or permitted to be given or made under this Contract shall be in writing and in English. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, mail or cable to the Party to which it is required to be given or made at such Party's address specified below, or at such other address as either Party may specify in writing and acknowledged for due delivery.

5.2.17. Liquidated Damages

5.2.17A. In case of delay in completion of the contract, liquidated damages (L.D) will be levied at the rate of ½% of the contract value per week of delay or part thereof, subject to a maximum of 10 percent of the contract price.

5.2.17.A(i) The owner, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the owner will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent (1/2%) of the contract value of the works for each week or part of the week subject to the ceiling defined in sub clause 5.2.17.A.

5.2.17A(ii) The owner, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

5.2.17A (iii) The owner, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract

5.2.17 A (iv) In the event of such termination of the contract as described in clauses 49.A(ii) or 49.A(iii) or both the owner shall be entitled to recover L.D. upto ten percent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.

5.2.17.A (v) The ceiling of LD shall be 10% of the project cost.

5.2.17.A (vi) In case part / portions of the work can be commissioned and port operates the portion for commercial purposes, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.

Note: Contract price for LD shall be inclusive of tender price plus GST.

5.3 SPECIAL CONDITIONS OF CONTRACT

5.3.1. COMPLIANCE WITH LABOUR REGULATIONS

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time.

KPL

For Kamarajar Port Limited
The Deputy General Manager (C)
Kamarajar Port Limited,
Port Administrative Office,
Vallur Post, Chennai-600 120.

Contractor

(Authorized Signatory)
Contractor

6. FORM OF TENDER

This Memorandum forms part of the Tender and this should be duly filled in, signed & sealed and enclosed along with the Tender in bidder's letter head.

To

The Deputy General Manager (C),
Kamarajar Port Limited,
Port Administrative Office,
Vallur Post,
Chennai-600 120.

Sir,

1. Having perused the Scope of Tender and Conditions of Contract, and the contents of the other Tender-documents relating to **“Technical Consultancy for Preparation of Detailed Project Report (DPR) for setting up of Shore Power supply Facility at Kamarajar Port”**, we, the undersigned submit our offer to KPL and hereby specifically undertake to do the following should our tender-bid be accepted.
2. We hereby undertake to furnish an unconditional and irrevocable Bank Guarantee towards Performance Security, encashable at Chennai, in the manner set-forth in the “Instruction to Tenderers” and to commence the work at site within 15 days from the date of issue of the LOA.
3. We undertake to enter into and execute an agreement with KPL in the prescribed format in accordance with the conditions of Contract within 15 days from the date of issue of the LOA,
4. Unless and until a formal agreement is prepared and executed, our tender-bid together with KPL's written acceptance thereof, shall constitute a binding Contract between us.
5. We shall and hereby undertake to abide by the terms of this tender for a period of **120** days from the day of opening of the Tender-Bids. We shall if so required, extend the validity of the offer for such period as may be mutually agreed upon.
6. We further agree that in the event of our withdrawing our tender-bid prior to the receipt of the final decision from KPL or in the event of our failing to furnish the Performance Security, in such form as prescribed in this Tender or in the event of our tender-bid being accepted and we

fail to execute an agreement in the prescribed format within 15 days from the date of issue of LOA to commence work, then the EMD submitted along with our tender-bid shall stand forfeited without requiring the performance of any further act whatsoever by KPL.

7. We are aware and acknowledge that KPL is not bound to accept the lowest or any tender that KPL may have received.

8. Should our tender-bid be accepted, we bind ourselves to be wholly and solely responsible for the due performance of the Contract.

9. Should our tender-bid be accepted, we undertake to perform the work of **“Technical Consultancy for Preparation of Detailed Project Report (DPR) for setting up of Shore Power supply Facility at Kamarajar Port”** at the price quoted in the Tender-bid during the stipulated Contractual period of SIX MONTHS from the date of the execution of the Contract and strictly abide by the conditions of the Tender.

Dated at Chennai this the.....day of 2020.

Address: SIGNATURE.....

FOR AND ON BEHALF OF -----

.....

DATE.....

7. SPECIMEN BANK GUARANTEE**PERFORMANCE GUARANTEE/SECURITY DEPOSIT**

(To be executed on Rs.100/-non-judicial stamp paper)

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

1. In consideration of the Board of Directors of Kamarajar Port Limited incorporated by the Companies act, 1956 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Directors of the port of Kamarajar Port Limited, its successors and assigns) having agreed to exempt_____ (hereinafter called the "contractor")

(Name of the contractor/s)

from the demand under the terms and conditions of the contract, vide _____'s letter No._____. (Name of the Department) date ____ made between the contractors and the board for execution of _____ covered under Tender No._____ dated ____ (hereinafter called "the said contract") for the payment of security deposit in cash or Lodgement of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and conditions of the said contract, on production of a Bank Guarantee for Rs._____ (Rupees _____) only we, the (Name of the bank and address)_____ (hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs._____ (Rupees _____) only against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, (Name of the Bank), (Name of the Branch), do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the board by reason of any breach by the contractors of any of the terms and conditions of the said contract or by reason of the contractors failure to perform the said contract. Any such demand made on the bank

shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. _____ (Rupees _____) only.

3. We, (Name of bank and Branch), undertake to pay to the board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We, (Name of Bank and Branch) further agree with the board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the (Name of the user department) of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the bank shall be the request of the board but at the cost of the contractors, renew or extend this guarantee for such further period or periods as the board may require from time to time.

5. We, (Name of Bank and Branch) further agree with the board that the board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to be contractors or for any forbearance, act or omission on the part of the board or any indulgence shown by the board to the contractors or by any such matter or thing whatsoever which under the law relating sureties would, but for this provision, have effect of so relieving us.

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

7. It is also hereby agreed that the courts in Chennai would have exclusive jurisdiction in respect of claims, if any, under this guarantee.

8. We, _____ bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the board in writing.

9. *Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs. _____

(Rupees _____ only);

b) This Bank Guarantee shall be valid up to _____; and

c) We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of guarantee).

d) This guarantee shall be irrevocable and encashable / invocable at Chennai. (Please mention the Bank Branch Address in Chennai)

Date _____ day of _____ 2020

For (Name of bank)

(Name)

Signature

8. FORM OF AGREEMENT**(To be executed on Rs.100/- non judicial stamp paper)**

AGREEMENT NO.....OF 2020.

THIS AGREEMENT executed in Chennai thisday of TWO THOUSAND AND TWENTY

Between

M/s. Kamarajar Port Limited, a Company incorporated under the Companies Act 1956 and represented by its Chairman-cum-Managing Director (hereinafter referred to as “KPL” which expression shall, unless excluded by or repugnant to the context, deemed to mean and include its executors, administrators, successors-in-interest and assigns) of the ONE PART

AND

.....(hereinafter referred to as “the Contractor” which expression shall, unless excluded by or repugnant to the context, deemed to mean and include its executors, administrators, representatives ,successors-in-interest and assigns) of the OTHER PART.

WHEREAS

- A. KPL is desirous of engaging a Contractor to perform the work inter alia of “**Technical Consultancy for Preparation of Detailed Project Report (DPR) for setting up of Shore Power supply Facility at Kamarajar Port**” for a period of SIX MONTHS (hereinafter referred to as the ‘Said Work’)
- B. The Contractor has offered to carry out the Said Work for a period of SIX MONTHS and whereas KPL has accepted the tender-bid of the Contractor vide LOA No.:_____dated_____for the value of Rs. _____ and
- C. The Contractor has furnished a sum of Rs. (Rupees) as Performance Security in the form of a Bank Guarantee dated_____guaranteed by _____ Bank _____ Branch for the due performance of all the conditions of the Contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, the words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents for the work, inter alia, of **“Technical Consultancy for Preparation of Detailed Project Report (DPR) for setting up of Shore Power supply Facility at Kamarajar Port”** shall deemed to form and be read and construed as part of this Agreement, viz.,

PART – I [KPL TENDER DOCUMENTS]

1. Tender Notice
2. General Information
3. Instructions to Tenderers
4. Scope of the Work
5. Conditions of Contract
6. Form of Tender
7. Price Schedule
8. Form of Performance Guarantee
9. Form of Agreement
10. Annexures, Addendum & Amendments

3. The following tender-bid documents submitted by the Contractor shall deemed to form and shall be read and construed as Part – II of this Agreement.

PART – II [CONTRACTOR’S BID DOCUMENTS].

1. Bid Forwarding Letter
2. Earnest Money Deposit (EMD)
3. Financial Status
4. Form of Tender
5. Price Bid

6. Performance Guarantee

7. Letter of Acceptance and Award of Contract.

4. The Contractor hereby covenants with KPL to execute and complete the Said Work in strict conformity in all respects with the provisions of the Agreement.

5. KPL hereby covenants to pay the Contract Price to the Contractor at the time and in the manner prescribed in the Tender as consideration for such completion of the Said Works.

IN WITNESS whereof the Parties hereunto have set their hands and seals on the day and year first written.

(Authorized Signatory)

For KPL

Contractor

in the presence of

Witness:

1.

2.

Enclosed: Signed Tender document.

ANNEXURE – 1**STATEMENT OF WORKS EXECUTED/ON HAND**

The information shall be provided by the Tenderer in the format indicated below for each work:

A. Works executed during the last seven years.

B. Works on hand.

FORMAT

S.No	Name of the work and the narrative description	Name of the Client	Value of the Contract	Period of Contract	Whether the work was completed satisfactorily throughout the Contract period
1.					
2.					
3.					
4.					

(Copies of work orders and certificates obtained from the clients in proof of satisfactory performance shall be attached.)

TENDERER

ANNEXURE - 2**FINANCIAL STATUS**

1. Turn-over of the Tenderer during the last 3 years (Year wise)

Year	Turn-over (Rs)
2016-2017	
2017-2018	
2018-2019	

TENDERER