



KAMARAJAR PORT LIMITED

MARINE DEPARTMENT

Tender No: KPL/MS/PL/2019

(ONLY THROUGH e - Tendering Mode)

TENDER FOR CHARTERING OF

Two (2) Pilot Launches (en bloc)

for a period of Seven (7) years

TECHNO COMMERCIAL BID

(COVER I)

Marine Department,

KAMARAJAR PORT LIMITED,

Valur Post Near NCTPS,

CHENNAI - 600 120

E.Mail: gm-ms@epl.gov.in

Website: www.ennoreport.gov.in

NOTICE INVITING TENDER

KAMARAJAR PORT LIMITED

MARINE DEPARTMENT

Tender No: KPL/MS/PL/2019

Tender For Chartering of two (2) Pilot Launches (En Bloc) For A Period Of Seven (7) Years.

Last date for receiving queries in connection with tender (Prior to Pre Bid Meeting)	:	1500 hrs. on 09.01.2020
Pre Bid Meeting	:	1130 hrs on 10.01.2020
Last Date for submission of Tenders	:	1500 hrs on 30.01.2020
Opening of Techno Commercial Bids (Cover – I)	:	1500 hrs on 31.01.2020

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

i)	Cost of Tender Document	NIL as E-procurement
ii)	Estimated Cost for Seven (7) Years	Rs. 18,42,03,236/-
iii)	Earnest Money Deposit	Rs. 38,42,032/-

Tender documents can be downloaded from Kamarajar Port Website <http://www.ennoreport.gov.in> on or before the last date of submission of tender document.

For further details bidders may contact

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

General Manager (MS)

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GENERAL INSTRUCTIONS TO TENDERER

1.0 General

Online Tenders are invited for “**TENDER FOR CHARTERING OF Two (2) Pilot Launches (en bloc) for a period of Seven (7) years** under 2 stages by e-Tendering mode detailed in specifications attached herewith and in accordance with instructions to the tenderer, General conditions of the tender etc through e-Procurement website “www.ennoreport.gov.in” not later than **1500 Hrs. on 30.01.2020**.

1.1 BRIEF DESCRIPTION OF THE TENDERING PROCESS:-

The 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 Limited Website.

The EMD and proof of eligibility as detailed in the eligibility Criteria must be scanned and uploaded as instructed in the website. The cover containing Demand Draft for EMD or **NSIC / MSME exemption certificate** shall reach the office of the General Manager (MS), Kamarajar Port Limited Nr NCTPS Vallur Post Chennai 600120 not later than 1500 hours on 30.01.2020.

1.1.1 CONTENTS OF COVER (Techno Commercial bids)

For the Pre-qualification stage, the Tenderers have to furnish information on their Technical and Financial capability in Cover uploaded in accordance with the conditions and formats specified in this Tender Document.

- i) The financial documentary evidences sought by KPL under (Eligibility Criteria) of INSTRUCTION TO TENDERERS (Technical and Commercial Conditions) are to be furnished.
- ii) The documentary evidences of technical experience sought by the Port, and relevant Satisfactory Completion Certificates are to be furnished.
- iii) The Tenderer should furnish the Technical Specification of the boat as per Schedule ‘X’ to be deployed as per the conditions of the Tender.
- 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 and dated by the tenderer on all the pages shall be furnished.

Any tender not so signed on all pages of the tender document is liable to be treated as defective.

- v) Integrity Pact on the company letter head.

The proof of eligibility as detailed in the eligibility clause and the Demand Draft of EMD or NSIC /MSME exemption certificate must be scanned and uploaded in the e-procurement website. Besides qualifying other requirements the MSME bidders who entails the EMD Payment exemption should have registered with “TREDS” Portal and an undertaking letter should be furnished by the MSME bidder claiming Exemption for payment of EMD as per the format given in Schedule XII

- 1.1.2 PRICE BID: Bidders may note that “PRICE BID” shall be submitted through e-procurement website only and SHALL NOT submit physically “PRICE BID” in the cover.

1.2. Pre bid meeting will be held on 10.01.2020 at 1130 hours at Office of the General Manager (MS), Kamarajar Port Limited, Nr. NCTPS, Vallur Post Chennai 600120.

The bidders are requested to attend the pre-bid meeting for clarifications including bidding procedure by e-tendering.

- 1.3 Kamarajar Port does not bind itself 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 there of.
- 1.4 The prospective Tenderer shall submit their queries in writing to General Manager (MS), Kamarajar Port Limited, Nr NCTPS Vallur Post Chennai 600120 in connection with this tender well in advance prior to Pre bid meeting, so that the queries can be attended to.
- 1.5 The due date of submission of offers will be 30.01.2020 at 1500 hours unless otherwise notified. In the event of changes in the schedules, the KAMARAJAR PORT LIMITED notifies the same through Kamarajar Port’s web site or www.eprocure.gov.in
- 1.6 If the offers are not received according to the instructions detailed here above, they will be liable for rejection.

GENERAL MANAGER (MS),
Kamarajar Port Limited,

Nr NCTPS Vallur Post
Chennai – 600120

2. INSTRUCTIONS TO TENDERER (ITT)

2.1 SCOPE OF BID

KAMARAJAR PORT LIMITED, Chennai – 600 120, invites bids for “Tenders Are Invited Through E-Tendering By Two Cover System For supply of Two (2) Pilot Launches (en bloc) for the Period of Seven (7) years, in Two Covers System” by e-procurement mode from experienced and eligible Tenderers meeting the minimum qualifying criteria and specifications.

Kamarajar Port requires a two Pilot Launches Registered under MS Class of not less than 15 Knots speed for carrying out round the clock pilotage, shipping operations and patrolling etc at the Port.

The tenderers may offer Pilot Launch of not less than 15 Knots speed, however, during evaluation offers of higher speed than the required speed of 15 Knots will not be given weightage.

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

The demand draft towards the EMD or NSIC / MSME exemption certificate is to be sent to the following address on or before the time of tender submission after uploading the copy of the same along with the bid to be able to participate in the tender process.

The address is

**The General Manger (MS)
Kamarajar Port Limited
Vallur Post
Chennai-600 120,**

2.3 Those attending/sending queries for the pre-bid meeting shall submit the queries before the date & time mentioned for pre-bid meeting. The tenderers who do not submit valid proof for having submitted the EMD or NSIC /MSME exemption certificate documents shall not be allowed to participate in the tender opening and their offers shall be summarily rejected.

2.4 Last date and time for submission of e -tenders will be 1500 hours on 30.01.2020. KPL may at its discretion extend the date and time for receipt of tenders.

The tender shall be accompanied by Earnest Money Deposit or **NSIC/MSME exemption certificate**. The EMD amount required to be submitted at the above address (as said above in Clause 2.2) for the Tender for chartering of the crafts{s} is as mentioned below:

EMD amount for bidding for 2 Nos Pilot Launches (en bloc) is Rs. 38,42,032/-

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

The EMD amount may also be paid by an unconditional and irrevocable Bank Guarantee encashable and enforceable at Chennai from any Indian Nationalized / Scheduled Banks in India shall be given. The Bank Guarantee shall be valid for a minimum period of 240 days from the date of opening of the Tender and given in the format of Schedule VII of the tender Document.

The offers not accompanied by EMD amount or **NSIC/MSME exemption certificate** will be summarily rejected.

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

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

No interest will be payable on the EMD.

NSIC/MSME registered firms in relevant categories (under single point registration scheme) are exempted from depositing Earnest Money Deposit. Documentary evidence must be submitted in Part-I (Techno-Commercial bid) of their offer for claim of such exemption otherwise their offer will be rejected. In case of submission of the bid by Joint Venture/Consortium, all members of the Joint Venture / Consortium should have NSIC/MSME Registration in relevant categories.

With regards to this tender any clarity in decision making process will be referred as per the KPL Tender procedure manual & Works Manual. Further General Finance Rules-2017 manual and Manual for procurement of goods-2017 & Manual for procurement of Consultancy and other services 2017 will be referred for clarity over and above the KPL's Manual.

2.5 SOURCE OF FUNDS & ELIGIBLE BIDDERS

The Bidder having sufficient funds in Indian currency for execution of the works and satisfying “Eligibility Criteria” are invited to participate in the Tender.

All bidders shall provide covering letter (Schedule II) and Details of Experience Qualification and turn over (Schedule IX).

Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with Integrity Pact (Annexure – II)

ELIGIBILITY CRITERIA

Bidding is open to all eligible bidders meeting the eligibility criteria and bidders are advised to note the minimum qualification criteria specified below to qualify for the award of the contract.

2.11.1 EXPERIENCE

Tenderer should own the Crafts or if the Crafts is/are not owned by the tenderer, he should have entered into an Agreement on or before the last date of submission of the tender with the owner of the Crafts for deploying them at Kamarajar Port Limited or a MOU with a shipyard for constructing the said crafts within permissible mobilization period and shall submit the valid document to prove the same. The Tenderer shall also submit full Technical Specification of the Crafts offered along with the supporting documents, drawing, etc.

The owner and/or those who have entered into Agreement with the owner of the Crafts should have experience during the last **7 years ending 31.03.2019. Successfully completed chartering/supplying on hire (on wet lease) of crafts/offshore vessels/ships/dredgers/Pilot launch’s including its manning, technical operation and maintenance of vessels or manning and operation of Crafts, Offshore vessels/ ships /dredgers/Pilot launch’s registered under the Merchant Shipping Act** and the value of the works carried out shall be equal to:

For Supply of 2 No’s Pilot Launches (en bloc):

- a. **Three** similar works each costing not less than Rs 7,36,81,294/- (amount **40%** of the total estimated cost)
OR
- b. **Two** similar works each costing not less than Rs 9,21,01,618/- (amount **50%** of the total estimated cost)
OR
- c. **One** similar work costing not less than Rs 14,73,62,589/- (amount **80%** of the total estimated cost)

Similar works means **chartering/supplying on hire on wet lease of crafts/offshore vessels/ships/dredgers/Pilot launch's including its manning, technical operation and maintenance** of vessels or manning and operation of **crafts/offshore vessels/ships/dredgers/Pilot launch's** registered under Merchant Shipping Act, 1958.

The documentary proof to establish the experience, technical competency of the Tenderer in management and technical operation of the ships/ vessels and any other relevant details such as copies of work orders, satisfactory completion certificates, agreements etc should be submitted.

2.11.2 **Ownership of Pilot Launches of at least 15 Knots Speed**

The tenderer shall own the Pilot Launches offered for charter to KPL or shall have joint venture with owner of Pilot Launches or have the Pilot Launches on hire /charter/ sub-charter or in legal possession of Contractual obligation or should have entered into an agreement with the owner of the Pilot Launches or should have a MOU with shipyard for building the pilot launches within the permissible mobilization period on or before the date of submission of the tender and such arrangement shall be valid for the entire contract period and submit proof for the same along with Tender documents contained in the Cover- I, Techno – Commercial Bid. The Tenderer's agreement with the Builder of Pilot Launches of the desired speed may also be submitted as proof for ownership.

(ii) The broad specifications of the Pilot Launches are given in "Scope of Work" and the Pilot Launches offered shall have these minimum requirements.

(iii) The agreement with owner(s) or builder(s) of the Pilot offered shall mention the details of specifications of the Pilot Launch, delivery period, Classification Society approvals, Transshipment period, Inspection, Trials, etc.

(iv) The Pilot Launches delivered for operation at the port shall be of the same Technical Specifications mentioned in Schedule -X of Tenderer's offer and in case of any deviation in technical specification of the Pilot Launches, it will not be accepted.

2.11.3 **Joint Venture**

In case of Joint Venture/Consortium, a lead partner/partner-in-charge shall be identified in the Joint Venture Agreement and the lead partner/partner-in-charge shall meet the pre-qualification criteria (Experience, Turnover)

The broad specifications of the required crafts are given in "Scope of Work" and the crafts offered shall have these minimum requirements.

The agreement with owner or builder of the Crafts offered shall mention the details of specifications of the Crafts, charter/ delivery period, Classification Society approvals, Inspection, Trials, etc.,

The Crafts delivered for operation at the port shall be of the same Technical Specifications mentioned in Tenderer's offer and in case of any deviation in technical specification of these Crafts, they will not be accepted.

In case the tender is submitted in joint venture/consortium, the Bidder shall submit the following confirmation along with their offer submitted for this tender.

i) All joint venture agreements/ consortium agreements, technical collaboration agreement shall ensure that all parties of the joint venture/consortium are individually and jointly responsible for the tender conditions and such agreements are legally valid.

ii) Joint venture/consortium should be in the nature of legally acceptable agreements and such agreements should be notarized.

iii) Such joint venture/consortium agreement should contain explicitly the scope and responsibilities of all the partners in the joint venture/consortium in terms of financial and technical commitments/contribution. The JV/consortium should be equally, severally and jointly responsible.

iv) One of the members of the consortium shall be authorized as being in-charge (lead member), and this authorization shall be evidenced by a power of attorney duly signed by the authorized signatories of the consortium Members as per the format enclosed in the tender document as (Appendix 1).

v) The validity of the joint venture/consortium agreement entered upon on the award of Letter of Acceptance (LOA) by the port should continue for entire period of contract as specified in the tender. All such agreements shall be irrevocable for the above periods.

vi) Firms with at least 26% equity holding each shall be allowed to jointly participate in the joint venture.

vii) Where the bidder is a consortium the average annual financial turnover of the individual members forming the consortium shall be submitted.

viii) The purchaser of the tender document must be a member of the consortium submitting the tender.

ix) It is clarified that an unsuccessful bidder or JV/Consortium shall not be permitted to join a successful JV/Consortium whose bid is accepted at a later date.

2.11.4 TURNOVER

The **average** annual turnover of the Tenderer for the last three years i.e. 2016-17, 2017-18, 2018-19 should be at least Rs 5,52,60,971/- (**30%** of the total estimated cost). The Tenderer should submit a copy of Annual Reports audited by Chartered Accountant for the last 3 years

i.e. 2016-17, 2017-18, 2018-19 giving the audited profit and loss account and balance sheet. Any certificate in this regard only from the Tenderer will not suffice.

2.12 TECHNICAL SPECIFICATIONS:

The Crafts offered shall be of the specifications given in the “Scope of Work”. Those offers which do not meet these minimum specifications shall be rejected and the price bids of those tenderers will be returned un-opened.

The following documents (notarized) shall be uploaded along with techno-commercial bid:-

- 2.12.1** GA Plan
- 2.12.2** Make model No., BHP, Fuel Oil consumption at 100% MCR of main engine and Auxiliary engine (supported by technical data sheet of the Engine manufacturer/ Sea Trial Certificate/ Shop floor test or any other supporting document from the manufacturer as this information is required for evaluating the price bid.
- 2.12.3** Copies of Registration Certificate, Certificate of Class issued by IRS/ IACS Class Society.
- 2.12.4** The proof of ownership of the Crafts offered as mentioned in clauses
- 2.12.5** The details of present technical staff and list showing qualifications and experience of key personnel proposed for administration and execution of this contract, both on and off site. The details of co-coordinator having the marine background to co-ordinate with the Officials of Marine Department shall be furnished.
- 2.12.6** The Name of partners/ Directors indicating their responsibility and holding in the firm/company.
- 2.12.7** In case of partnership / Limited / Joint venture companies / consortium, the Power of attorney on stamp paper in favour of the person authorized to sign all the documents relating to the tender.
- 2.12.8** The copies of document in support of the legal status of the firm (Memorandum of Association, Article of Association or Partnership Deed as the case may be.)
- 2.12.9** Copies of original documents defining the constitution or legal status, place of registration and principle place of business of the company/proprietorship firm/partnership firm or any other business structure.
- 2.12.10** The information regarding any current litigation in which the Tenderer is involved.
- 2.12.11** Documentary proof to establish the experience, technical competency of the Tenderer in management and operation of the Ships /Vessels and any other relevant details.

- 2.12.12** The details of the joint venture firm / foreign firm with whom the tenderer has entered in to agreement should be produced with documentary evidence.
- 2.12.13** While evaluating the bids Kamarajar Port Limited may seek any other details / documents which it may feel as necessary to ascertain and establish the competence of the tenderer. In case of failure or refusal to furnish such details within the given time limit, Kamarajar Port Limited shall evaluate the bids on the merits of the available documents.
- 2.13 “PRICE BID”** and shall contain the details as given in BOQ of the tender document as issued and shall be complete in all respects.
- THE CHARTER RATE SHALL BE QUOTED STRICTLY AS PER THE COST SCHEDULE GIVEN IN BOQ OF THE TENDER DOCUMENT i.e, CHARTER RATE PER EACH CRAFTS PER DAY SEPARATELY. THE TENDERERS ARE DIRECTED TO COMPLY WITH THE DIRECTIONS WHILE SUBMITTING THE TENDER. THOSE PRICE BIDS NOT CONFORMING TO THE FORMAT IN BOQ WILL BE SUMMARILY REJECTED.
- 2.14 Over-writing in the Performa of BOQ of the Tender Document is not permitted.**
- 2.15** In case, the rate given in figure and word differs, **the rate written in words shall be final and taken for evaluation purpose.**
- 2.16** The tender shall be uploaded in two Covers system (i.e. Cover I is Techno- Commercial Bid and Cover II is Price bid) submitted in all respects.
- 2.17** EMD or **NSIC /MSME exemption certificate** should be sent to KPL in a sealed cover. This sealed cover shall be addressed to the General Manager (MS), KAMARAJAR PORT LIMITED, Nr NCTPS Vallur Post Chennai 600120 and shall be super-scribed as **“Tender For Chartering Of Two (2) Pilot Launches (en bloc) For A Period Of Seven (7) Years For Kamarajar Port Limited”.**
- 2.18** The Tenderer shall not put any conditions in the Tender document or in price bid. Any condition in the price bid shall disqualify the Tenderer and the tender shall be rejected. The Tenderer shall not indicate his rate anywhere directly or indirectly in the documents in Cover-‘I’ (**Techno- CommercialBid**). **Any counter offer as well as any alterations, additions, deletions or editing in the scope of work/tender documents observed at any stage shall be rejected outright.**
- 2.19** Any bid not submitted through e procurement method will be not be considered.
- 2.20** The Crafts offered by the tenderer as per the technical specification submitted by them in the Schedule X shall only be deployed for operation if the offer of the tenderer is accepted. Upon acceptance the offered Crafts should carry out the required tests at Kamarajar Port positively by 27.04.2020 and submit certificates to GM (MS) or his representatives and thereby upon acceptance of the craft, commence operations by 01.05.2020.

However, in case the tenderer is not in a position to deploy the offered crafts by 27.04.2020, Tenderer will be allowed to provide sister/ similar Craft or substitute Crafts with similar/better specification (in sea worthy and efficient condition and should be in possession of all necessary valid certificates. In case, the fuel consumption of the sister/ similar/substitute Crafts at 100% MCR exceeds the fuel oil consumption of offered crafts at 100% MCR, then the port would recover the cost towards the excess consumption of fuel, as per the following formula:

- 1) Fuel oil Consumption in litres/hour at 100% MCR as per Engine Manufacturer's certificate / Engine Manufacturer's data sheet = A
- 2) Fuel Oil Consumption in litres/hour at 100% MCR of offered crafts(s) = B
- 3) Cost of fuel (prevailing IOC Rate) = C
- 4) Actual running hours = D
- 5) Cost to be recovered = (A-B) X C X D

A & B will be calculated based on Fuel. Consumption of main engine at 100% MCR for both engine + Fuel. consumption of auxiliary engine of generator at 100% MCR per hour (If applicable).

MCR(Maximum Continuous Rating) is defined as the maximum output (kW) that a generating station is capable of producing continuously under normal conditions.

In case the offered Crafts or sister/ similar crafts/s or substitute crafts/s with similar/better specification (in sea worthy and efficient condition) and all valid documents is/are not deployed within 27.04.2020, liquidated damages will be levied and the contract is liable to be terminated. The BG towards Performance Guarantee shall be en-cashed.

However, sister/ similar/substitute Crafts deployed by the contractor shall be permitted to operate for a maximum period of 150 days only and arrangement shall be made to deploy the originally offered Crafts within the 150 days failing which, the contract is liable to be terminated. The BG towards Performance Guarantee shall be en-cashed.

The similar crafts/s or substitute crafts/s of age greater than 10 years will also be accepted with penalty for the maximum period of 150 days till the original craft is deployed to encourage more bidders.

2.21 The successful tenderer shall have to replace the equipment in case of obsolescence or damage due to faulty operation or due to natural calamities.

2.22 The tender shall be prepared, signed and submitted only by such Firm/consortium/Corporation / Joint venture entity/Company in whose name the tender documents have been purchased. The tender submission shall be typed or written in indelible ink and all pages of the tender shall be signed. The Tenderer shall submit the tender duly completed and shall be without any alterations, interlineations, corrections or erasures except those in accordance with the addendum (s) corrigendum (s) so issued by the port or as may be required and necessary to correct errors made in the tender earlier. All such cancellations/alterations/ amendments/ changes shall be

initialed by person(s) signing the tender and duly authorized. If any discrepancies are observed between figures and words in the rates quoted, while evaluating the bid, the rates quoted in words shall supersede the rates quoted in figures.

2.23 The Tenderer shall quote the price payable as charter hire per day in Cost Schedule XI in **Indian Rupees only**. No other currency would be accepted. Any offers received in other currencies will be treated as **“Non Responsive” as per clause 2.29** and will not be considered for further evaluation.

2.24 The Tenderer must submit all details, documents etc., as required in the tender and fill all the annexure of the tender documents and also fill in the format given in Scheduled VIII (List of documents submitted by the Tenderer) for submission for all documents. In case the Tenderer fails to do so, it shall not be treated as Responsive Offer.

2.25 PRE-BID MEETING:-

2.25.1 A Pre-Bid Meeting will be conducted on 10.01.2020 at 1500 Hrs. to discuss specifications and tender conditions.

2.25.2 Only those tenderers, who wish to participate in the Pre Bid Meeting, have to send an Confirmation Email prior to the meeting with the followings.

a) Send queries for the pre bid meeting

b) Personnel attending Prebid meeting should carry authorization letter issued by the company/ JV.

2.25.3 The prospective tenderers who require clarification on the tender document may send their questionnaire to the General Manager (MS) by Email/Post. The questionnaire should reach the Office of the General Manager (MS) on or before of the Pre bid Meeting at the address

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

2.25.4 After the pre-bid meeting the reply to the questionnaires shall be compiled with reply and published in the E-portal and website. The reply shall be a part of the tender document. Before submission of tenders by the Prospective Tenderers, if the KAMARAJAR PORT LIMITED desires to issue any clarification to the Tender Document, the clarification issued shall be addendum, corrigendum to the Tender Document.

2.26 SUBMISSION & CLOSING OF TENDER:

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

and the originals should be submitted positively before opening the technical bid. The original may be submitted by post, courier or by hand at KPL Port Office, Vallur Post, Chennai – 120. All the pages in the Tender Document shall be duly signed, dated and stamped by the authorized signatory and uploaded along with bid before the due date and time fixed for submission of tender.

2.26.2 The Tender shall be prepared, signed and submitted only by that Firm/Corporation/Joint Venture/Company in whose name the tenderer intends to bid.

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

2.26.4 The Tenders shall be uploaded at the www.eprocure.gov.in before 1500Hrs on **30.01.2020** and receipt of the Tender will be **closed at 1500 Hrs on 30.01.2020**.

2.27 OPENING OF THE TENDERS:-

2.27.1 The Techno-Commercial Bid (i.e.) Cover - I will be opened at 1500 Hrs on **31.01.2020** at

**KAMARAJAR PORT LIMITED
Nr NCTPS Vallur Post
Chennai 600120.**

In the presence of one authorized representative of Tenderer, whose tender has been received on or before the due date and time. The authorized representatives should have the letter from the firm indicating he will represent on behalf of his company.

2.27.2 The offers not accompanied by EMD amount as mentioned in Clause 2.4 will be summarily rejected and the representative will not be allowed to participate in the Tender Opening.

2.27.3 The Cover - II (Price Bid) of the Pre-Qualified Tenderers will be opened on the date and time so fixed by the General Manager (MS), KAMARAJAR PORT LIMITED and intimated to all the Pre-Qualified Tenderers. One authorized representative of the Pre-Qualified Tenderers shall be permitted to attend the opening of the Price Bid.

2.28 RESPONSIVE OFFER

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

- (i) Are received by the due date and time including such extension thereof.
- (ii) Is signed and marked as stipulated and uploaded.
- (iii) Contains all the information as requested in the tender documents and the covering letter in the format specified in Schedule II and list of documents submitted in Schedule VIII
- (iv) contains information in formats same as those specified in this tender documents;
- (v) Mentions the validity period as set out in Clause 2.4 of the Tender;
- (vi) Is accompanied by the MoU (for a Joint Venture) as stipulated. In case of MoU it shall be clearly mentioned that all the parties to the joint Venture are jointly and severally liable to the KAMARAJAR PORT LIMITED in the execution of the Contract/ A declaration from the board of the directors of the companies to this effect.
- (vii) Is accompanied by MoU with experienced Operator, if applicable.
- (viii) Is accompanied by the power of Attorney as specified, in Schedule- IV or Schedule - V as applicable.
- (ix) One single bidder is bidding for both the crafts.
- (x) Submission of integrity pact prior to opening of technical bid

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 Price, the Tender shall be rejected and EMD forfeited.

2.29 NON-RESPONSIVE OFFER

The Tender is liable to be rejected 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 Charter Rate is not quoted in Cost Schedule-XI as per the instructions given in the Tender Document.
- (iv) The rates are quoted in a currency other than Indian Rupees.
- (v) Tenders directly submitted by any foreign firms without joint venture agreement with an Indian firm.
- (vi) Tender without proof for ownership/legal possession or contractual obligation of the Craft/ experience.
- (vii) Tenders submitted without mentioning in detail the specification of the Crafts offered or those found non conforming to the minimum required technical specification as mentioned in the 'Scope of Work' of the tender document.
- (viii) Tenders without furnishing the proof for average annual turnover for the last three years and other financial reports as mentioned in Clause 2.11.4
- (ix) The Tenders submitted without the EMD as mentioned in clause 2.4
- (x) Bidder is bidding for supply of less than 2 pilot launches.

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

2.30 VALIDITY OF THE TENDER:-

2.30.1 The tender shall remain valid for a period of 240 days from the date of opening of the technical bid. The KAMARAJAR PORT LIMITED reserves the right to seek extension of the validity period. The request for extension and response thereto shall be made in writing and the Tenderers shall have an option to agree or to refuse within the time mentioned in the letter seeking such extension by the KPL. However, in the event of the Tenderer agreeing to the request, they will not be permitted to modify the tender conditions including the Price Bid. The tenderers if refuse to extend the validity then EMD shall not be forfeited and the EMD of such tenderers shall be returned to the Tenderer within 15 days of date of receipt of their communication regarding refusal to extend the validity of the tender.

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

2.30.3 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 shall be forfeited. The EMD of the Tenderers who are not Pre-Qualified shall be returned within 15 days of communication of failure to Pre-Qualify. The EMD of the Pre-Qualified Tenderers except the successful Tenderer shall be refunded within 30 days of issue of Letter of Award to the successful Tenderer.

2.31 CHARTER RATE:-The Tenderer shall quote the Charter Rates per day of 24 hours per Crafts in Indian Rupees as per the BOQ of Tender Document and the same shall be paid in Indian Rupees only.

2.31.1 DAY:-

The day means 24 hrs. of duration commencing from 0600 hrs to 0600.

2.32 PARTNERSHIP FIRM/OR JOINT VENTURE FIRMS/FOREIGN FIRMS:-

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

- (i) It should be signed by the person/persons holding a valid Power of Attorney and shall be accompanied by a valid Power of Attorney.
- (ii) In the case of successful Tenderer, the Agreements shall be signed in legally acceptable form in stamp paper duly notarised so as to be legally binding on all the partners. A copy of such an agreement shall be enclosed in Cover – I.

- (iii) One of the partners shall be nominated as being Lead partner/Partner-in-charge, and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners or partners themselves.
- (iv) The partner in-charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners of the Joint Ventures and the entire execution of the contract including payment shall be carried out exclusively through the partner in-charge.
- (v) All partners of the Joint Venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a relevant statement to this effect shall be included in the authorization mentioned above as well in the agreements (in case of a successful Tenderer).
- (vi) In the event of default by any partner in the execution of his part of the contract, the partner in-charge will have the authority to assign the work to any other party acceptable to Kamarajar Port Limited to ensure the execution of that part of the Contract at the same rates and terms and conditions of the Contract.
- (vii) A notarized copy of the agreement entered into by the joint venture partners or Memorandum of Understanding (MOU) of forming a Joint Venture shall be submitted with the tender. Any such Agreement shall be in a legally acceptable form in Stamp Paper.
- (viii) The apportionment of works of this tender between the partners of the joint venture should be clearly spelt out in this agreement.
- (ix) All applicable payments to the successful Tenderer during the currency of contract shall be issued by Kamarajar Port Limited in the name of Partnership Firm/ Company/Joint Venture only and not in the name of individual.
- (x) No foreign firm shall directly participate in the tender. However foreign firms can participate in a joint venture with any Indian firm and in such cases copies of the agreements of the joint venture shall be submitted along with the Tender.

2.33 ADDENDUM / CORRIGENDUM OF TENDER DOCUMENTS:-

At any time prior to the last date for submission of tenders, Kamarajar Port Limited may for any reason whatsoever change or modify the tender documents by addendum/corrigendum. The addendum / corrigendum so carried out will be uploaded in the websites www.ennoreport.gov.in and www.eprocure.gov.in the amendment so carried out will form part of the tender and shall be binding upon the Tenderers. The KAMARAJAR PORT LIMITED 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.

2.34 CHARGES TOWARDS STAMP DUTY & EXECUTION OF AGREEMENT:-

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

2.35 PROCESS TO BE CONFIDENTIAL:-

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

2.36 CLARIFICATION OF TENDERS:-

Kamarajar Port Limited shall carry out evaluation of Techno Commercial Bids and comparisons of tenders, the Kamarajar Port Limited 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 specified time as mentioned in the communication from the Office of the General Manager (MS). No change in price or substance of the tender shall be sought, offered or permitted nor shall the Tenderers be permitted to withdraw their tender before the expiry of the tender validity period.

2.37 EVALUATION & COMPARISON OF TENDERS:-

i) Those tenders as have been determined to be responsive to the requirements of the Tender will only be evaluated. Other non-responsive tenders will be rejected.

ii) Price bids of those tenderers, who have qualified techno commercially, will be opened and daily charter rate for valuation will be calculated as per the following:

I) Charter hire rates per day = X

II) **25%** x Fuel oil consumption of each main engine at 100% MCR = Y ltrs per hour per engine.

III) **50% x** Fuel oil consumption of DG sets at 100% MCR = Z lit per hour per DG set

Daily rate = $X + (6 \times 2 \times Y + 7 \times 1 \times Z)$ C

For Eg. If the consumption of the main engine at 100% MCR is 100 Litres per hour then the entry for Y in BOQ is = 25% of 100 = 25.

If the consumption of the Auxilary engine at 100% MCR is 100 Litres per hour then the entry for Z in BOQ is = 50% of 100 = 50.

In case auxiliary engine is not available value zero “0” should be entered in BOQ for consumptions.

KPL will consider 6 hrs of running of main engine per day and 7hrs of running of DG set per day only for evaluation purpose.

It is also presumed that crafts will operate on 2 main engines and 1 DG set. In case the arrangement is different then tenderer may specify clearly.

The value of C is taken to be Rs 70/ Litre for calculation purposes only.

- iii. S.D Circular – 2/2002 dated 08/11/2002 of Directorate General of Shipping placed at Annex - I shall be applicable for the evaluation of the tender. Further, amendments to the guidelines, if any, issued by DG Shipping shall also be applicable.
- iv. KPL reserves the right to select the offer of the tenderer for the crafts whose overall price as per clause 2.37(ii) of Instructions to Tenderers is evaluated to be the lowest or beneficial to the Port and the same will be considered for award of contract..
- v. Tenderers who had participated and quoted the prices for two crafts (en-bloc) only will be evaluated.
- vi Tenderer who has quoted for only one craft will be summarily rejected and does not have any right to claim the award of tender .
- vii Combined evaluation of two crafts will be carried out for determining the L1 bidder as it is en-bloc tender (ie both line items in BOQ will be combined) . In no case tender will be awarded to bidder who has quoted the lowest rate for one craft . KPL reserves the right to summarily reject any claim of such nature stating emerging as L1 for one craft after quoting different rates for each crafts in different line items of BOQ.

The tenderer may note that for evaluation of the tender, Shipping Development Circular No. 2 of 2002 dated 08/11/2002 issued by Directorate General of Shipping or any superseding circular shall be applicable.

Kamarajar Port Limited decision on this shall be final, conclusive and binding.

Price bids of only those tenderers who have qualified techno-commercially, will be opened.

2.38 NOTIFICATION OF AWARD:-

The Kamarajar Port Limited shall intimate the successful Tenderer bymail/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 (LOA).

2.39 SIGNING OF AGREEMENTS:-

2.39.1 The successful Tenderer shall send the Letter of Acceptance (AL) within **reasonable period of time not exceeding 15 days** of issue of the Letter of award (LOA). In

case the successful Tenderer fails to send the Letter of Acceptance within the period stipulated above, the LOA is liable for cancellation and the EMD of such successful tenderer shall be forfeited.

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

2.39.3 The successful Tenderer(s) shall sign the Agreement within 15 days from date of issue of Letter of Acceptance (AL) by the tenderer. The successful tenderer shall furnish the Security Deposit for Performance Guarantee an amount equal to 10% of the accepted tender value for one year arrived after calculating the total amount payable for 365 days for each crafts in the form of the Bank Guarantee before signing the agreement for the performance of the Craft offered. If the successful Tenderer fails to come forward within the stipulated time of 15 days to sign the Agreements, the Letter Of Award is liable for cancellation and the EMD of the contractor will be forfeited. **The Tenderer shall not be allowed to sign the Agreement without submitting the Performance Guarantee.**

2.40 COMMENCEMENT OF OPERATION:-

2.40.1 The Tenderer who has been awarded the contract for Chartering of Crafts shall commence operations on 01.05.2020 at 0600 Hrs. The crafts should reach port limits in adequate time to comply with Clause 2.20.

Any delay in delivery of the Crafts by the owner or builder of the Crafts or transshipment delays or any other reason including force majeure will not be accepted for delay in Commencement of operations.

The Crafts offered by the tenderer as per the specification submitted by them in the Schedule-X shall only be deployed for operation if the offer of the tenderer is accepted. However, if within the specified period, the craft for which the offer has been accepted is not ready for deployment for any reason whatsoever the tenderer will be allowed to provide sister/similar Craft or substitute Craft with similar/better specification (in sea worthy and efficient condition and should be in possession of all necessary valid certificates) after obtaining of permission from Kamarajar Port Limited.

However, the fuel consumption of the sister/ similar/substitute Crafts at 100% MCR exceeds the fuel oil consumption of offered crafts at 100% MCR, and then the port would recover the cost towards the excess consumption of fuel, as per the formula mentioned in Clause 2.20.

In case the offered Craft or sister/ similar Craft or substitute Crafts with similar/better specification (in sea worthy and efficient condition) and all valid documents is/are not deployed by 27.04.2020, the contract is liable to be terminated. The BG towards Performance Guarantee shall be en-cashed.

However, sister/ similar/substitute Crafts deployed by the contractor shall be permitted to operate for a maximum period of 150 days only and arrangement shall be made to deploy the originally offered Crafts within the 150 days failing which, the contract is liable to be terminated. The BG towards Performance Guarantee shall be en-cashed.

The Substitute Craft should be similar/ better specification to be deployed. With penalty for an initial period of 150 days substitute craft of age upto 25 years will be accepted.

Penalty for substitute craft with age over 10 years but not exceeding 25 years

Substitute Craft greater than 10 Years and less than 15 years – Penalty of 5% on daily charter hire

Substitute Craft greater than 15 Years and less than 20 years – Penalty of 10% on daily charter hire

Substitute Craft greater than 20 Years and less than 25 years – Penalty of 15% on daily charter hire

Penalty for substitute craft with speed less than 15 knots but not less than 10 Kts

No substitute craft with speed less than 10 knots will be accepted . Substitute craft with speed below 15 knots but not less than 10 knots then with Penalty of 10% on daily hire will be accepted for an initial period of 150 days.

However, sister/ similar/substitute Crafts deployed by the contractor shall be permitted to operate for a maximum period of 150 days only and arrangement shall be made to deploy the originally offered Crafts within the 150 days failing which, the contract is liable to be terminated. The BG towards Performance Guarantee shall be en-cashed.

2.40.2 The successful Tenderer for chartering the Crafts shall arrange for IRS/IACS as third party for Survey, inspection and trials wherein IRS/IACS shall certify that the vessel and bidders submissions are complying with tender conditions and submit proof thereof to General Manager (MS) by 27.04.2020 for acceptance. The trials shall be carried out at Kamarajar Port with full manning crew on board. The tenderer shall ensure that the Crafts are under Class throughout the Contract period. **No vessel related charges, berth hire etc will be charged to crafts coming after mobilization for purpose of deployment at Kamarajar Port Limited, to facilitate the contractor to get familiarized with port & to carryout pre-induction survey.**

General Manager (MS) after scrutiny of certificates including Classification Society Certificate, Insurance, IRS trial reports and other documents may if necessary order for further survey / inspection / trials. On satisfactory conduct of survey / inspection / trials and confirming the validity of certificates and other documents, the Crafts will be accepted in writing for operation at Kamarajar Port.

The crafts shall be on standby after receiving the acceptance letter and the charter hire will commence from 0600 Hrs on 01.05.2020 on date of mobilization and the contract period for the pilot launches will commence from 0600 Hrs on 01.05.2020

The period between actual acceptance and commencement of operation is to be used to facilitate the crafts crew to get familiarized with port and to carry out pre induction surveys.

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

The Original offered Crafts should display the Name of the Port with Logo and Pilot boat in the accommodation area or in a conspicuous location as per KPL's requirement. Adequate lighting to be provided in that area enable to identify by other Crafts and Ships at night time.

2.41 INSURANCE:

(a) During the charter period the crafts shall be kept insured by Contractors at their expenses in regards to Hull and Machinery, P&I, oil Pollution etc. KPL shall not have any right to recovery or subrogation against Contractors on account of loss of or any damage to the crafts or her machinery or appurtenances covered by such Insurance or on account of payment made to discharge claims against or liabilities of the crafts or Contractor covered by such insurance.

(b) During the charter period the crafts shall be kept insured by the Contractor at their expense against protection and indemnity risks in such form as KPL shall in writing approve which approval shall not be unreasonably withheld. If the Contractor fail to arrange and keep any of the insurances provided for under the provisions of sub-clause (b) in the manner described therein, KPL shall notify Contractor whereupon Contractor shall rectify the position within seven running days.

(c) In the event of any act or negligence on the part of the Contractor which may vitiate any claim under the insurance herein provided, the Contractor shall indemnify KPL against all claims and demands which would otherwise have been covered by such insurance.

2.42 EVIDENCE OF INSURANCE:

- i) P & I third party liability insurance for port personnel and others who may enter the contractor's assets / craft.
- ii) Workmen's compensation insurance if applicable as per the statutory requirements due to total or partial loss of the craft, damages due to fire or any other accident.
- iii) Any other insurance that may be necessary to protect the Tenderer, his employees and assets, whether constructed / purchased by the Tenderer or handed over by the Kamarajar Port (against loss, damage or destruction at replacement value) including all Force Majeure.

- iv) Contractor shall have to submit an indemnity indemnifying KPL for all events which are not covered in 2.42 (i) to (iii)

All insurance obtained by the Successful Tenderer in accordance with this Article shall be maintained with insurer or re-insurers, and on terms consistent with Good Industry Practice. All insurance policies obtained by the Tenderer shall include a primary and non-contributing endorsement. The general liability insurance shall name the Kamarajar Port as the additional insured and shall include appropriate cross-liability clauses as required by the Kamarajar Port” is replaced with the contractor needs to indemnify KPL of any such liability which is not covered under P&I and points (i) to (iv) above during the currency of contract..

The Successful Tenderer shall furnish to Kamarajar Port, copies of certificates of insurance, copies of the insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) signed by an authorized representative of the insurer and copies of all premium payment receipts in respect of such insurance received from each insurance carrier.

The Successful Tenderer shall pay the premium payable on such insurance policy (ies) so as to keep the policy (ies) in force and valid throughout the contract period and furnish copies of the same to the Kamarajar Port. Insurance Policy/ies shall not be cancelled, changed or allowed to be lapsed/expired till the expiry of the contract period. In the event of Insurance Policy/ies/are cancelled, changed, lapsed or expired, the Contractor shall not be allowed to operate the Crafts and no charter rate will be paid for that period and applicable penalty will be imposed.

2.43 APPLICATION OF INSURANCE PROCEEDS

Subject to the provisions of the Financing documents, all moneys received under insurance policies shall be promptly applied by the Kamarajar Port towards repair or renovation or restoration or substitution of the Crafts or its crew or damages to the KPL’s properties/personnel or any part thereof, which may have been damaged or destroyed. The Tenderer may designate the Lenders as the loss payees under the insurance policies/assign the insurance policies in their favour as security for the financial assistance. The Contractor shall carry out such repair or renovation or restoration or substitution to the extent possible in such manner that the Crafts or any part thereof, shall, after such repair or renovation or restoration or substitution be as far as possible in the same condition as they were before such damage or destruction.

2.44 REMEDY ON FAILURE TO INSURE

If at any time the Successful Tenderer fails to purchase and effect any and all the insurances required under this Agreement, the Kamarajar Port may at its option purchase and maintain such insurance and all sums incurred by the Kamarajar Port shall be reimbursed by the Successful Tenderer forthwith on demand, failing which the same shall be recovered by the Kamarajar Port by encashing the Performance Guarantee and/or Earnest Money Deposit

The contractor shall ensure that the insurances for Crafts, crew and KPL personnel, if obtained outside India are valid for the operations at Kamarajar Port Limited as per the conditions of this contract.

2.45PENALTY:- If the craft is inoperative and / or unavailable and KPL is denied use of the craft, penalty will be levied from the time and date of such in-operation/unavailability after allowing any paid down time (if available) to the credit of the contractor up to the time and date of break down / inoperation as follows, in addition to nonpayment of charter hire charges on prorata basis:

From the time and date of such non-availability / In-operation – upto 10 days	20% of hire charges per day or part thereof
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This Clause will be operative, if the Craft remains non operational due to breakdown or for any other reason and/or the operator takes more than the accumulated Down Time as specified in this Tender Document and/or the Contractor refuses to do the operations as per the directions of the GM (MS) or his authorized representative for any reasons. In addition to the nonpayment of charter rate for the period of non-availability of the Craft, the Penalty shall be levied as per the provisions of the relevant Clauses of this Tender Document and the Contractor shall pay the penalty amount or the amount will be adjusted from the monthly payment or from any amount due to him or from the Performance Guarantee.

If the Craft is not operational even after ten days:-

1. The contractor has to provide a substitute craft/sister/ similar craft with similar/better specification (in sea worthy and efficient condition and should be in possession of all necessary valid certificates and IRS/IACS Class certification) shall be provided as a replacement by the contractor.

However the fuel consumption of the replacement craft shall be restricted to the fuel consumption of originally offered Craft.

Further, the sister/ similar/substitute Craft which is deployed by the contractor shall be required to operate for a maximum period of 150 days only from the date & time Craft is/are deployed and failure to deploy the originally offered craft within 150 days, the contract is liable to be terminated at the discretion of KPL. If the offered craft is rendered beyond repair as per undertaking submitted by the Contractor the substitute craft with similar or better specifications only may continue for remaining currency period of contract.

2) If the Contractor fails to provide the substitute craft after 10 days:-

(a) KPL may arrange a craft from the market and the differential cost (including mobilization and demobilisation charges) after adjusting the daily hire rate payable against the rate of the crafts sourced from the market will be deducted in addition to levying penalty of 20% of quoted hire charges per day or part thereof basis for each day the substitute craft is not provided or the chartered craft is not put back in service.

(b) In case, the contractor is able to provide a substitute craft/ offered craft after the Port has employed a Craft, the charter of the Port procured craft shall cease immediately upon delivery of contractor provided substitute craft/ offered Craft.

(c) If by the 20th day from the time and date the offered Craft is inoperative/breakdown, the contractor expresses his inability to provide the original or substitute craft KPL will continue with the hired market craft for a period upto 60 days as per conditions mentioned in (a) and terminate the contract.

In case of termination, the Paid Downtime to the credit of contractor will lapse and penalty as above shall apply. The B.G. towards Performance Guarantee shall be en-cashed as per clause 3.17 of the general conditions of the contract.

2.46 ADVANCES:

No Advance for mobilization for the Crafts to be chartered shall be paid to the successful Tenderers.

2.47 INTEGRITY:

(i) The bidders shall give an undertaking that they have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.

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

2.48 NO CORRESPONDENCE WITH UNSUCCESSFUL TENDERER:-

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

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

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

2.50 Rescue/ Salvage Operation:-

Apart from carrying out the duties assigned to the crafts by the General Manager (MS) under the terms and conditions of the contract, the crafts/s may be required for rescue/salvage

operations in case of an emergency. Since the rescue and salvage to vessels in distress is a mandatory requirement, the crafts may be required to go beyond the port limits of Kamarajar Port, for which all assistance, including extra manning; insurance etc will be provided by the Contractor. Since the marine casualty is controlled and managed by the DG Shipping, the crafts may be required to assist in any rescue or salvage operations as per their directions and also function as a rescue boat.

In case of any remuneration or reward earned by the crafts owners on account of rescue/salvage operations, the same shall be shared with Kamarajar Port Limited equally” after deduction of any extra cost incurred by the contractor. No Daily hire rate will paid for this period of the salvage operation i.e from the time the Crafts is cast off for the salvage operation to the time the Crafts is made fast at finger jetty.

Kamarajar Port will remain the De facto owner of the crafts for the entire period of such operation.

General Manager (MS)
KAMARAJAR PORT LIMITED

3. GENERAL CONDITIONS OF CONTRACT

3.1 DEFINITIONS AND INTERPRETATIONS :-

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

3.1.1 ‘BOARD’ means the Board of Directors of Kamarajar Port Limited.

3.1.2 ‘CHAIRMAN’ means the CMD of KAMARAJAR PORT LIMITED.

3.1.3 ‘Director (MS)’ means the Director(Marine Services) of Kamarajar Port Limited.

3.1.4 ‘Director (O)’ means the Director(Operations) of Kamarajar Port Limited

3.1.5 ‘General Manager(MS)’ means the General Manager(Marine Services) cum Deputy Conservator , the head of Marine Department of the KAMARAJAR PORT LIMITED.

3.1.6 ‘CONTROLLING OFFICER’ means the General Manager(MS) Kamarajar Port Limited or his representative.

3.1.7 ‘ISPS’ means International Ship and Port Facility Security Code.

3.1.8 ‘THE KAMARAJAR PORT LIMITED or KPL.’ (CHARTERER of 2nos. pilot launches) means Board of Management of Kamarajar Port Limited

- 3.1.9 ‘THE CONTRACTOR OR SUCCESSFUL TENDERER’** means the person or persons, firm, corporation, joint ventures or company whose tender has been accepted by the KAMARAJAR PORT LIMITED and includes the contractor’s servants, agents, workmen, personal representatives, successors and permitted assigns.
- 3.1.10 ‘CONTRACT’** means the Tender 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, related correspondences with the Tenderers 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 will form part of the Contract document.
- 3.1.11 ‘CONTRACT PRICE’** means the total sum of money to be paid by KPL to the contractor for satisfactorily rendering the services as per the contract subject to such additions thereto or deductions there from as may be made under the provisions hereinafter contained.
- 3.1.12 ‘APPROVED/APPROVAL’** means the approval in writing.
- 3.1.13 ‘CHARTER’** means Supply, manning, technical operation and maintenance of the Pilot Launches at the Kamarajar Port Harbour, Outer Anchorage and other areas as required by the KAMARAJAR PORT LIMITED.
- 3.1.14 ‘CHARTER PERIOD’** means currency of contract period of **Seven (7) years extendable upto a period of Two (2) Years for Two nos Pilot Launches at the discretion of the KAMARAJAR PORT LIMITED** commencing from the date of commencement of Operations at the KAMARAJAR PORT LIMITED on charter from the contractor as per the terms and conditions of contract.
- 3.1.15 ‘CHARTER RATE’** means Charter Rate per day of 24 (twenty four) hours per Crafts quoted by the Tenderer, as per BOQ, for Supply, manning, technical operation and maintenance of 2 No. Pilot Launches.
- 3.1.16 ‘CHARTER PARTY AGREEMENT’** means agreement between the successful Tenderer/Tenderer and KAMARAJAR PORT LIMITED for charter of Two Nos Pilot Launches.
- 3.1.17 ‘PAIDDOWN TIME’** means the time during which the chartered Crafts are not available for Port operations due to any reasons with prior permission obtained from GM(MS) and

the daily hire rate is payable during this period. This period is for maintenance of the crafts so as to ensure smooth uninterrupted shipping movements.

3.1.18 'BREAKDOWN' means the time during which the chartered Crafts are not available for Port operations and for which no prior permission has been obtained from GM(MS) and also it is not of planned nature.

3.1.19 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.

3.1.20 'AUDITOR' means a statutory auditor as defined in the Company's Act in force.

3.2 SECTION 1 - GENERAL CONDITIONS OF CHARTER:

3.2.1 PERIOD OF CHARTERING:-

The Tenderer shall provide and the Kamarajar Port Limited shall use the services of Crafts for a period of Seven (7) years and with the provision of extending upto (2)two years on same terms and conditions for two nos. of Pilot Launches based on the satisfactorily performance at the discretion of the Kamarajar Port Limited.

3.2.2 CHARTER RATE:-

The Tenderer shall quote the Charter Rates per day of 24 hrs per Crafts in Indian Currency only in the format given as BOQ of the Tender Document. The Charter Rate given in other currencies and in any other format by any tenderer shall be termed as Non-Responsive Offer and the offer will be rejected. The rate quoted by the tenderer shall be kept firm throughout the currency of the Contract period and no escalation in the charter rate shall be accepted.

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

3.2.4 CHARTER RATE AMOUNT:-

3.2.4.1 The charter rate amount submitted by the Tenderer shall be gross rate after taking into consideration of Wages, GST shall be quoted separately, all payments on account of cost of spare parts for preventive maintenance, breakdown maintenance, lubricating oil, paint, other consumables etc, annual survey special surveys etc and the ropes and tools for the shipping and other operations. The Tenderer as the owner of the Crafts shall bear all the costs of running the Crafts for operation at Kamarajar Port Limited. **The Kamarajar Port Limited will provide LSHFSD (Low**

Sulphur High Flashpoint High Speed Diesel) to the Tenderer for the operation of the Crafts. The Kamarajar Port Limited shall also provide water, Shore Power and berth free of cost i.e no vessel related charges including berth hire, port dues etc will be levied. The Tenderer shall take written permission from the General Manager (MS) and shall erect necessary electrical accessories, KWH Meter, breakers and cables at his own cost for availing shore connection at the allotted place as per the instruction of the Electrical Incharge and erected electrical accessories are to be removed after the completion of contract at tenderers cost.

3.2.4.2 Any changes in basic price/rate and taxes and duties in the inputs such as lube oil, spare parts, survey charges, paints, consumables, etc., to run the Crafts shall also be to the account of the Tenderer. The Tenderer, while quoting the charter rate for the chartering period shall take all changes into consideration. The charter rate should be quoted for the entire chartering period and there shall not be any escalation in the quoted charter rate.

3.2.4.3 The Contractor shall be provided space for tying up the Crafts and shall not be required to pay the Port related charges like berth hire, port dues etc. During the break down period which exceeds the available down time period, no berth hire/ port charges, fuel cost would be charged on the craft(s) upto 20 days only. After 20 days all charges as per prevailing Scale of Rates will be applicable However if a substitute craft/ sister/ similar craft is provided the daily hire rate will be paid from the time the sister/ similar crafts is provided for the ports use as per the rate for the contracted crafts and imposition of penalty will cease from that time. **The Contractor shall also be required to make payment for fuel, consumed by the crafts, whenever the crafts are not available for operation beyond the allowed maintenance period (Paid Downtime)**

3.2.4.4 **If during the contractual period the performance is found not as per the terms and conditions laid herein, the crafts may be surveyed by a third party(IRS/IACS) at the tenderers cost and if proved the penalty clause will be applicable.**

3.2.5 CHARTER COMMITMENT:-

The Tenderer shall commit to provide the services of the Crafts or their substitute crafts with stipulated speed and other characteristics as defined in scope of work to KAMARAJAR PORT LIMITED for the entire duration of Charter period and agree to maintain these Crafts as per the Tender specifications of the KAMARAJAR PORT LIMITED in a seaworthy condition duly certified by the statutory requirements under which the crafts is registered with valid Insurance, Valid Class Certificate and manned as per statutory regulations for the entire contract period.

3.2.6 CHARTER PARTY AGREEMENT :-

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

3.3 CARE AND DILIGENCE:-

3.3.1 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 Limited for the proper, efficient and effective carrying out of their duties.

3.3.2 The contract shall commence and terminate at **Kamarajar Port Limited**. The crafts would be accepted by KPL on satisfactory trails by IRS/IACS at Kamarajar Port Limited done prior to commencement.

3.4 AVAILABILITY:

3.4.1 The Crafts shall be available for the Port operations on all days of the year except for the allowed maintenance period (PAID DOWNTIME) of only 24 Hours for each Crafts in a month. The Tenderer shall be eligible for 12 days (i.e) 24 hours each month per Crafts as allowed maintenance period for one calendar year during the currency of the contract period. In case of non-utilization of allowed maintenance period of **24** hours (down time) during the month, **the Tenderer shall be allowed to carry over the unutilized hours to subsequent two months** i.e the unutilized Paid Downtime for the month of January will lapse on 1st of April. During the remaining period except those mentioned above, the Crafts should be made available for shipping operations or other duties as directed by the General Manger (MS), the Controlling Officer or his authorised representative.

In case the crafts are not available for deployment for any reason whatsoever the penalty will be levied as per the clause 3.19 after allowing for any accumulated downtime.

An IRS/IACS Classed sister/ similar crafts with similar/better specification (in seaworthy and efficient condition and should be in possession of all necessary valid certificates) will also be **needed to be deployed for shipping operations at KPL in case the nominated crafts leaves the port for proceeding to mandatory dry dock to fulfill statutory requirements, and the planned dry-dock or otherwise** will be done after obtaining prior consent from GM(MS).

The sister/ similar/substitute Crafts deployed by the contractor shall be permitted to operate for a maximum period of 150 days only from the date & time Crafts is/are deployed and failure to deploy the originally offered crafts within 150 days, the contract is liable to be terminated at the discretion of KPL.

In case of termination, the Paid Downtime to the credit of contractor will lapse and penalty shall apply. The B.G. towards Performance Guarantee shall be en-cashed as per clause 3.17 of the general conditions of the contract.

3.4.2 The Contractor shall ensure that the Crafts are in state of readiness at all times. However KPL may endeavor to give 10 minutes notice will be given to craft(s) Masters prior commencement of any movement.

3.4.3 Any planned dry dock for the crafts can be done only with prior permission of GM(MS) and also sister/ similar craft will have to be deployed for the entire period, the offered crafts is out of service for dry-dock and/or otherwise.

3.5 ALLOWED MAINTENANCE PERIOD(Paid Downtime) :-

3.5.1 The Tenderer shall be eligible for **24 hours** allowed maintenance period for each Crafts **in a month** i.e. 12 days in a year during the currency of contract.

3.5.2 In case of non-utilization of allowed maintenance period of 24hours (down time) during the month, **the Tenderer shall be allowed to carry over the unutilized hours to subsequent two months.** i.e the unutilized Paid Downtime for the month of January will lapse on 1st of April.

3.5.3 In case, Crafts are still not in operation even **after consuming all the available Paid Downtime**, The **daily Charter hire shall not be paid** for the duration the Crafts is not in operational state and the penalty will be levied as per the penalty clause. During the break down period which exceeds the available down time period, no berth hire/ port charges, fuel cost would be charged on the craft(s) upto 20 days only. After 20 days all charges as per prevailing Scale of Rates will be applicable However if a substitute craft/ sister/ similar craft is provided the daily hire rate will be paid from the time the sister/ similar crafts is provided for the ports use as per the rate for the contracted crafts and imposition of penalty will cease from that time. However the conditions for employment of sister/ similar crafts/ substitute crafts should be as per the clause 2.4

3.6 BREAKDOWN MAINTENANCE:-

3.6.1 The breakdown time of the Crafts shall commence, when the Crafts fails to report for the operations, whenever the Signal Station or Officers-in-charge of operation makes requisition for the Crafts and the Crafts are not made available due to breakdown or for any other reasons. After the completion of the

Breakdown maintenance, the Master/Engineer of the crafts has to inform the readiness of the Crafts to the Officer-in-charge/Signal Station. Thereafter, the breakdown period shall come to an end.

3.6.2 The contractor shall not be entitled for maintenance period other than the Allowed Maintenance period . In case of non availability of the offered Crafts due to Breakdown/repairs and in such a case when no replacement/substitute Crafts is/are not made available for operation, the Penalty Clause and/or Termination Clause shall be applicable.

3.6.3 The designated Officer to look after the Port Operation of the Chartered Crafts nominated by the General Manager (MS) shall maintain the records relating to Breakdown, Craft' Operation, Speed, Fuel oil(LSHFHSD) issued and consumed, running hours, Maintenance Period and other statutory information. The designated officer shall scrutinize the logbook and shall certify the details of the operation including Breakdown and Maintenance of the Crafts, Fuel oil consumption and send monthly report to the General Manager (MS).

In case of detection of shortfall or misuse of fuel / water / electricity from the logbooks or during inspection by KPL officials, the cost of the same shall be recovered from the contractor as per prevailing IOC's cost of LSHFHSD plus overheads if any. In case of serious cases, severe action shall be taken against those indulging in such activities.

3.7 CLASS MAINTENANCE:-

The Tenderer shall confirm to maintain the Crafts in its original class, during the entire contract period. The Tenderer also shall confirm to maintain the Crafts in a staunch and seaworthy condition and undertake survey, dry docking, special surveys and other requirements in accordance with the act under which it is registered and agree to operate the Crafts and to provide the Class certificate (IRS/ IACS) at the Tenderer's cost.

3.8 MANNING:-

The Crafts shall be registered as per the statutory requirements of D.G.(Shipping) for such operations and manned as per the requirements of MS Act RSV IV .

3.8.1 The successful Tenderer is required to operate the Crafts in accordance with the class requirements and the Merchant Shipping Act. The Crafts are required to be manned under (Merchant Shipping Act) Safe Manning guide lines issued by DG (Shipping) while on contract with Kamarajar Port Limited. Only Indian Nationals will be allowed to work in the Crafts. The Tenderer shall refer to the Merchant Shipping Act for more information, if required. At all times sufficient rest hours to be prescribed to all crew members for the safe operations of craft as per ILO/ statutory provisions.

3.8.2 The General Manager (MS) or his authorized representatives shall inspect the Crafts and any discrepancies found shall be promptly rectified by the Co-coordinator/contractor.

3.8.3 The Contractor is required to obtain Security clearance from Police and/or from other appropriate authorities as per Port Rules for all the crew proposed to be engaged for operating the Crafts and such security clearance along with copies of statutory certificates shall be submitted to the Controlling officer before engagement of all or any of the crew members.

3.9 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.

3.10 FUEL CONSUMPTION:

During the course of chartering, if the fuel consumption of the Crafts or the replacement Crafts is found above the fuel consumption at 100% MCR Main Engines and DG sets, the cost towards the excess consumption of fuel will be recovered from the charges payable and cost of fuel will be considered on the basis of the prevailing market rate of IOC plus overheads, if any.

3.11 NOTIFICATION OF AWARD:

- a) Prior to the expiration of the period of tender validity prescribed in the tender, KPL will notify the successful Tenderer(s) through letter/s by post confirming that their offer has been accepted for award of contract. This letter is to be called Letter of Award (LOA). This Letter of Award shall indicate the sum, which KPL will pay to the Contractor in consideration of the execution of the contract by the contractor.
- b) The Crafts have to be placed at disposal of KPL for shipping movements after IRS/IACS surveys and certification, and grant of permission by GM(MS) positively by 30.04.2020.
- c) Upon the receipt of Letter of Award of the contract, the successful Tenderer[s] shall send Letter of Acceptance and prepare the Charter Party Agreement included in the Tender Document (Schedule - I), after taking into account any changes thereafter agreed by both the parties, at the earliest but not later than 7 days without any delay and complete all the formalities and submit the same to KPL duly executed on stamp paper for appropriate value within 15 days from the date of issue of Letter of Award. One set of the agreement will be returned to the Contractor after the signature of appropriate authority. Contractor shall make 5 bound copies of the agreement with duly signed tender copy at his own cost and submit to Kamarajar Port Limited.
- d) The successful tenderer shall submit BG towards Performance Guarantee prior to signing of agreement.

- e) Any delay caused due to any correspondence / clarification / request etc. received from the Tenderer after the date of issue of the Letter of Award will be to the account of the successful Tenderer and no extension of time will be granted.

3.12 GUIDELINES TO TENDERER:-

- 3.12.1** The Crafts shall be deployed for shipping work in the Kamarajar Port or to any places at sea for the purpose of search and rescue of passengers / crew of vessels in distress in the vicinity. The Crafts shall also be made available for assisting towage of disabled vessels, salvage operations at the discretion of the Controlling Officer viz., General Manager (MS) or the authorized representative of Kamarajar Port Limited. The Crafts may also be used at neighboring ports at discretion of Kamarajar Port Limited.
- 3.12.2** The Contractor shall operate the Crafts, as per the instructions of the Controlling Officer viz., General Manager (MS) or his authorized representative of Kamarajar Port Limited. The contractor shall participate in mitigating any emergencies like fire, sinking, stranding, Towing, Pollution as per the natural capabilities and for any act directed by the General Manager (MS) (or) his authorized representative of Kamarajar Port Limited.
- 3.12.3** The Contractor shall not have any direct dealing regarding scheduling of the Crafts with any of the Steamer Agents / Ship Owners / Masters/ or their authorized representatives etc.
- 3.12.4** The Controlling Officer of the Crafts shall be the General Manager (MS) of Kamarajar Port Limited and the crew of the Crafts shall comply with all instructions from the General Manager (MS) of the Kamarajar Port Limited and/or his representative.
- 3.12.5** In case, the General Manager (MS) receives complaints of indiscipline or refusal to carry out the orders of his authorized representative, the same shall be viewed seriously and charter rate for the day shall be deducted as a penalty and for serious offences, the concerned personnel shall not be allowed to operate the Crafts. The contractor shall arrange for suitable replacement within 48 hours failing which severe action will be taken including termination of the contract by the Kamarajar Port Limited.
- 3.12.6** If the offence is serious Kamarajar Port shall inform to the concerned enforcing authorities

3.13 PAYMENT TERMS:-

3.13.1 The KAMARAJAR PORT LIMITED shall make monthly payment for the Crafts at the Charter rate per Crafts per day quoted in the Schedule-XI in Indian Rupees after adjusting the recoveries payable by the Contractor under this Agreement.

Charter Rate for each Crafts per month = (Charter Rate per day x No of days in the month) minus (The recoveries like Statutory Recoveries, penalties, any dues to the port etc., payable by the Contractor)

3.13.2 In case the recoveries like penalties, or any dues to the Kamarajar Port or any other taxes, levies payable to the Government are more than the monthly chartered amount, the balance shall be recovered from the next month chartered amount or any outstanding amount payable to the Contractor including EMD/SD and Bank guarantee.

3.13.3 The Contractor shall submit monthly Tax Invoice for crafts in the KPL format in duplicate to the Office of the General Manager (MS). After scrutiny of the bill, the payment shall be made within 30 days from the date of submission of the bill subject to the Contractor submitting all the relevant documents for the purpose of scrutiny and certifying the bill. Though, all the efforts will be made to make the payment within the stipulated time, in case any discrepancy is found and there is a resultant delay in effecting payments, the Contractor is not entitled for any type of compensation or interest if there is any delay in making payment to the Contractor.

3.14 GENERAL:-

The charter rate amount quoted shall be inclusive of all taxes (except GST), duties, education Cess, surcharge, etc., payable by the Contractor to the State Government, Central Government and Local Authorities in connection with chartering of Crafts to Kamarajar Port.

3.14.1 GOODS AND SERVICE TAX (GST)

The GST shall be quoted separately in Price bid. The GST will be reimbursed by KPL on reflection of the ITC credit in the GST portal. Further the contractor has to strictly comply the provisions of GST act such as timely remittance & filing with GST authorities notwithstanding whether Employer has released the payment or not. 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.

3.14.2 CUSTOMS DUTY:-

The Contractor shall pay the Customs Duty and other taxes/levies that may be applicable whenever the Contractor is importing machinery/parts for the Crafts during the currency of the contract. The Crafts may also be subjected to Custom's Inspection, if found necessary. The Custom duty and other taxes under this clause shall not be reimbursed by the Kamarajar Port Limited. It shall be borne by the Contractor.

3.15 DEDUCTION OF TAXES & LEVIES AT SOURCE:-

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

3.15.1 INCOME TAX

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

3.16 LIEN:-

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

3.17 PERFORMANCE GUARANTEE:-

The successful Tenderer shall furnish an unconditional and irrevocable Bank Guarantee for total value of 10% of the yearly contract cost valid for a period of 12 months on renewable basis which has to be renewed every year for the entire period of the contract prior to signing the agreement ie, within 15 days from the date of issue of LOA. **The validity of the BG should be 12 months and additional 3 months claim period** from any Indian Nationalised bank / Scheduled bank enforceable and encashable at Chennai. The Kamarajar Port Limited will have unconditional option under the Guarantee to invoke the said Bank Guarantee and to claim the amount from the Bank. The Bank shall be obliged to make payment to the Kamarajar Port Limited upon mere demand without any demur. The Bank Guarantee shall be furnished in the format enclosed to the Tender Document. In the case of extension of contract beyond **84 months** the contractor is required to extend the validity of the performance bank guarantee suitably as required by the Kamarajar Port Limited. The Successful Tenderer shall not be permitted to sign the agreement without submitting the performance guarantee.

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

3.19 PENALTY:-

If the craft is inoperative and / or unavailable and KPL is denied use of the craft, penalty will be levied from the time and date of such in-operation/unavailability after allowing any paid down time (if available) to the credit of the contractor up to the time and date of break down / inoperation as follows, in addition to nonpayment of charter hire charges on prorated basis:

From the time and date of such nonavailability / In-operation – upto 10 days	20% of hire charges per day or part thereof
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This Clause will be operative, if the Craft remains nonoperational due to breakdown or for any other reason and/or the operator takes more than the accumulated Down Time as specified in this Tender Document and/or the Contractor refuses to do the operations as per the directions of the GM (MS) or his authorized representative for any reasons. In addition to the nonpayment of charter rate for the period of non-availability of the Craft, the Penalty shall be levied as per the provisions of the relevant Clauses of this Tender Document and the Contractor shall pay the penalty amount or the amount will be adjusted from the monthly payment or from any amount due to him or from the Performance Guarantee.

Further in case if the offered craft does not meet the speed criteria of 15 knots, then penalty @ 10% of daily hire charges for per knot reduction will be levied from the monthly bills upto maximum 10 knots. The contractor should take efforts to maintain the requested criteria as early as possible. With speed penalty the maximum period of acceptance is only for 150 days. In case if the speed of the launch falls below 10 knots the contract will be terminated and Security Deposit will be forfeited.

If the Craft is not operational even after ten days:-

1. The contractor has to provide a substitute craft/sister/ similar craft with similar/better specification (in sea worthy and efficient condition and should be in possession of all necessary valid certificates and IRS/IACS Class certification) shall be provided as a replacement by the contractor.

However the fuel consumption of the replacement craft shall be restricted to the fuel consumption of originally offered Craft.

Further, the sister/ similar/substitute Craft which is deployed by the contractor shall be required to operate for a maximum period of 150 days only from the date & time Craft is/are deployed and failure to deploy the originally offered craft within 150 days, the contract is

liable to be terminated at the discretion of KPL. If the offered craft is rendered beyond repair as per undertaking submitted by the

contractor the substitute craft with similar or better specifications only may continue for remaining currency period of contract.

2) If the Contractor fails to provide the substitute craft after 10 days:-

(a) KPL may arrange a craft from the market and the differential cost (including mobilization and demobilistaion charges) after adjusting the daily hire rate payable against the rate of the crafts sourced from the market will be deducted in addition to levying penalty of 20% of quoted hire charges per day or part thereof on basis for each day the substitute craft is not provided or the chartered craft is not put back in service.

(b) In case, the contractor is able to provide a substitute craft/ offered craft after the Port has employed a Craft, the charter of the Port procured craft shall cease immediately upon delivery of contractor provided substitute craft/ offered Craft.

(c) If by the 20th day from the time and date the offered Craft is inoperative/breakdown, the contractor expresses his inability to provide the original or substitute craft KPL will continue with the hired market craft for a period upto 60 days as per conditions mentioned in (a) and terminate the contract.

In case of termination, the Paid Downtime to the credit of contractor will lapse and penalty as above shall apply. The B.G. towards Performance Guarantee shall be en-cashed as per clause 3.17 of the general conditions of the contract.

3.20. FINANCIAL BACKGROUND

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

3.21 ECS PAYMENT

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

Particulars of the bank A/C

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

3.22 Mode of measurement and payment

Payment shall be made on the recorded measurements and the contractor will have to prepare and submit by himself the bills in the prescribed form once in a month.

3.23 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.

3.24 ASSIGNMENT AND SUB-LETTING :-

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

Arranging a substitute Crafts for a short period will be considered as a sublet.

3.25 COMPLIANCE WITH STATUTORY REQUIREMENTS:

The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and bye laws including all statutory amendments and enactment of State or Central Government and other local authorities and any other enactments and acts that may be passed in future either by the State or Central Government or local authority including Indian Workmen's Compensation Act, 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, Harbour Craft Rules and Rules and Regulations of Kamarajar Port Limited 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 Limited indemnified in case any proceedings are taken or commenced by any authority against the Kamarajar Port Limited for any contravention of any of the laws, bye laws or scheme by the Contractor. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the Kamarajar Port Limited is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Kamarajar Port Limited shall be entitled to deduct the same from any money due or that may become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sum which the Kamarajar Port Limited is required or called upon to pay or reimburse on behalf of the Contractor.

3.26 CERTIFICATES

The Contractor shall comply with all acts, regulations and bye laws related to operation of a crafts in Indian territorial waters, and shall obtain necessary clearance, as required, from D.G. Shipping, Ministry of Shipping, MMD etc. for deploying the crafts for service in the port, before the crafts is put into service.

3.27 DELIVERY PERIOD: The Crafts shall be at KPL on or before 27.04.2020 in seaworthy and efficient condition after completion of trials and tests by IRS and shall be in possession of approval of GM (MS). The charter hire will commence from 0600 Hrs on 01.05.2020. The period in between is to be used for familiarization of the crafts crew with the port and operational procedures.

3.28 LIQUIDATED DAMAGES :

If the Contractor fails to submit the subsequent documents to GM(MS) by 27.04.2020 after carrying out the trials and tests by third party (IRS) at Kamarajar Port and it is found that the Crafts are not in position for subsequent deployment at Kamarajar port from 01.05.2020, 0600 Hrs for any reason whatsoever, the awarded Contract will be cancelled and the Performance Guarantee will be forfeited.

3.29 MAINTENANCE AND OPERATION OF THE CRAFTS:

- (a) The Contractor shall carry out the works strictly in accordance with the contract to the satisfaction of the General Manager (MS) or his representative and shall comply with and adhere strictly to his instructions and direction on any matter (whether mentioned in the contract or not) in relation with the contract.
- (b) The crafts shall during the charter period be for all-purpose at the disposal of KPL and under their control in every respect. The Contractor shall maintain the crafts, machinery, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice and they shall keep the crafts with unexpired classification of the class/MMD and with other required certificates in force at all times.
- (c) KPL shall have the use of all outfit, equipment, and appliances on board the crafts at the time of delivery. The Contractor shall from time to time during the charter period replace such items of equipment as shall be so damaged or worn as to be unfit for use. Contractor is to carry out all repairs or replacement of any damaged, worn or lost parts or equipment be effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value and efficiency of the crafts. The Contractor shall have to replace the equipment in case of obsolescence or damage due to faulty operation or due to natural calamities.
- (d) The crafts should have a set of competent and qualified Master and Crew, as required by statutory regulation.

- (e) The Master to execute KPL's instructions with the utmost despatch and to render customary assistance with the craft's crew. The Master to be under the order of KPL except as regards employment, agency or other arrangements. The Contractor shall indemnify KPL against all consequences or liabilities arising from the Master, Officers or Agents for their unlawful actions as well as from any irregularity in the crafts papers.
- (f) If KPL has reason to be dissatisfied with the conduct or efficiency of the Master, officer or crew, the Contractor on receiving particulars of the complaint, promptly investigate the matter and if necessary shall make a change in the appointment. However, KPL shall have the right to demand the changes of any Master or other crew which demand shall not be unreasonable.
- (g) KPL or its representative will give the Master all instructions in English and the Master and Engineer/Driver to keep full and correct logs in English, accessible to KPL.
- (h) A supervisor/ Liaison officer (Engineering officer) will be have to be deputed by the contractor who has to ensure that the crafts are always ready for deployment at Kamarajar Port. The office space will be provided to them and charges will be levied for the same as per prevailing scale of rates.

3.30. Except as otherwise stated in this tender or as may be agreed from time to time, all operational costs including wages (Minimum Wages Act or any other Act), allowances, victualing, insurance, mobilisation and demobilisation will be borne by the Contractor. Repairs, survey and other requirements to keep the crafts operational will be to Contractor's account and during any absence of the crafts from duty or inability of the crafts to perform for these or any other reasons, will result in nonpayment of hire charges and levy of penalty, for the period the crafts was not made available as per clause 3.19 of the General Conditions of contract. KPL will provide only shore power, water and fuel to the crafts. Other facilities like Office Space, Water Front area (subject to availability) for repairs will be provided on chargeable basis as per applicable rates, whilst the crafts are on hire. Apart from the above, no other services including lubricants or fluids shall be provided by the KPL.

3.31 INDEMNITY:-

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

KPL will not be responsible for any damage suffered by the Crafts due to failure of crafts or errors of the Master and crew or any reason whatsoever.

3.32 DISPUTE BETWEEN THE CONTRACTOR AND KAMARAJAR PORT LIMITED:-

- 3.32.1** In the event of any dispute or difference of whatsoever nature between the parties arising out of, in relation to, or in connection with the contract, including any dispute or difference arising from or in connection with termination, the parties shall, at the outset, attempt to resolve the said dispute or difference amicably. In the event there is no amicable resolution of the dispute or difference between the parties within thirty days from the date of notice of the said dispute or difference by either party, such dispute or difference shall be referred to a sole arbitrator to be nominated by the Chairman and Managing Director, KPL. Provided that notwithstanding the escalation of any dispute or difference to arbitration, (save and except such disputes as has arisen out of, or in connection with termination), the Contractor acknowledges and undertakes that its obligations under the contract shall continue to subsist and its work under the contract shall continue without interruption during the subsistence of the dispute or difference.
- 3.32.2** The contract shall be subject exclusively to the laws of India. Subject to the aforementioned clause, the Courts at Chennai shall have exclusive jurisdiction with respect to the disputes or differences of whatsoever nature between the parties arising out of, in relation to, or in connection with the contract. The venue of arbitration shall be Chennai, and the arbitration proceedings shall be conducted in English.
- 3.32.3** The parties agree that the Arbitration pursuant to the Clauses 1 and 2 aforementioned shall be “fast track arbitration” and undertake that the parties shall share the expenses thereof in equal proportion.
- 3.32.4** The jurisdiction for all legal actions arising out of this contract shall be within the jurisdiction of the High Court at Chennai City.

3.33 TERMINATION OF CONTRACT:-

The Contract can be terminated under the following cases:

- (i) KPL reserves the right to terminate the contract as mentioned in Penalty Clause of the General Conditions of Contract.
- (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 Charter Party Agreement or Tender after giving three warnings in writing.
- (iii) The Contractor fails to provide the Craft as per the specifications of Kamarajar Port.
- (iv) The Contractor fails to fulfill the statutory requirements and other conditions as indicated in the Tender Document for operation of the Crafts.
- (v) When the of the Craft(s) falls below 15 knots norms set in scope of work.

- (vi) In case of indiscipline of the crew of the Craft or refusal to carry out the orders of the General Manager (MS) or his authorized representative.

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

3.34 FORE CLOSURE :-

3.34.1 The Kamarajar Port Limited has the right to Foreclose the contract for National Security, National Emergency and in general public interest and in case of non performance by the contractor with respect to non compliance of Tender conditions, operational short falls, variation in declared fuel consumption etc. The Kamarajar Port Limited will endeavor to issue a written notice of not less than 3 months 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 shall take the Crafts and employ anywhere the contractor intends to go. Contractor shall continue to work in the notice period at the same Charter Rate.

3.35 FORCE MAJEURE :-

3.35.1 In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed under this contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which such cause lasts, unless force majeure operates for a period in excess of 15 days.

3.35.2 "The term force majeure shall mean War and Any prevailing Acts & Regulation of Government of India, State Government or any Local Government or events such as flood, Landslide, volcanic eruption or fire, war, hostilities (whether War be declared or not), invasion, act of foreign enemies, Rebellion, revolution, insurrection or military or usurped power Or civil war".

3.35.3 Upon the concurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Twenty four hours (24) of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

3.35.4 Time for performance of the relative obligation suspended by the force majeure shall then stand extended by the period of which such cause lasts.

GENERAL MANAGER (MS)

KAMARAJAR PORT LIMITED

INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

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

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

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnlTrustline/SafeScrt/TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
- 7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant coulms, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.**
8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender

document. Bidder should take into account of the corrigendum published before submitting the bids online.

9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, **the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.**
15. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected
16. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents

submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
25. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time **(as per Server System Clock)**.

4.SCOPE OF WORK OF CHARTER

The contract involves supply of 2 nos. Pilot launches to KAMARAJAR PORT LIMITED For a Period of seven (7) years as per broad specifications stipulated in the tender with full crew, provisions and all stores excluding fuel and fresh water for operations in KPL. The tenderer is required to submit all the specification of the crafts to be offered to KPL as per Schedule - X. KPL reserves the right to treat the tender as non-responsive if the information submitted by the tenderer is insufficient. The following are the minimum requirements:

4.1(a) TECHNICAL SPECIFICATION OF EACH PILOT LAUNCH

A.	Length O.A	:	20Mtrs (+/- 5%)
B.	Breadth Moulded	:	5.3 (+/- 5%) mtrs
C.	Draft	:	Maximum 1.7 Mtrs
D.	Depth Moulded	:	Approx 3.0 Mtrs
E.	Classification	:	IRS / any IACS Class
F	Year of Build	:	Not more than 10 years old as on 31.12.2019. The age of the Crafts Will be determined based on month and year of build mentioned in Class certificate of the Crafts.
G	Type	:	Certified by Class IRS/IACS & registered as per MS act RSV IV by any statutory authority
H	Main Engine	:	Twin screw not less than 700 BHP each
I	Auxiliaries	:	Suitable auxillary engines for air conditioning etc
J	Speed	:	15 knots at 100%MCR under normal weather conditions.
K	Navigational & Communication Equipments	:	VHF Sets with DSC, Radar, GPS, Echo sounder, AIS and Navigational lights as per statutory requirements
L	Seating Capacity	:	at least 5 persons excluding crew
M	Registration	:	MS act RSV iv registration
N	Fendering	:	suitably fendered all around
O	LSA & FFA	:	As per Flag Requirements
P	Hull & superstructure	:	Steel Hull and FRP/ aluminum /steel superstructure. Cabin to have cushioned seats and air conditioning for personnel.
Q	Special conditions	:	Crafts shall be used for assisting (Push/Pull) smaller vessels. Vessels should be equipped accordingly.
R	Other Equipments	:	The launch should be equipped with equipments for functioning as a Pilot Launch/ Rescue Boat.

4.2 The whole reach and burthen of the crafts, including lawful deck capacity is to be at KPL's disposal, reserving proper and sufficient space for the crafts's master, officers, crew, tackles, apparel, furniture, provisions and stores.

4.3 On the date of commencement of the service, the crafts shall have completed all the necessary surveys and be in possession of all valid certificates.

4.4 Joint on hire survey/off hire survey will be carried out at Kamarajar Port by Competent surveyors to assess the quantity of fuel on board. On hire survey at Contractor's time and off hire survey at Charterer's time and Cost .

4.5 Kamarajar Port shall be the port of delivery and the contractor's port of redelivery to take over and pay for all fuel remaining in the crafts.

4.6 The crafts shall be used for various lawful services required by KPL including assisting in towing, docking and undocking of vessels at Kamarajar Port, round the clock (24 hours a day) and throughout the contract period including but not limited to:

- a) Assist in Pilot boarding and handling of vessels mooring ropes / wires
- b) Assisting in Berthing and unberthing of vessels in port.
- c) To stand by/ assist as fire float, Oil spill dispersant spraying boat etc.
- d) To maintain communication by VHF.
- e) All other operations required in connection with docking / undocking operations of vessels at Port and related to Harbour conservancy and / or movement of vessels within the port and such other operations as are conventionally performed by Port Crafts. In addition render assistance to neighboring port or any other work authorized by GM(MS) or his representatives.

In the event the crafts being unable to perform any of the operations, no hire charges shall be paid by the KPL to the Contractor and penalty clause 3.19 and termination clause 3.33 of the General Conditions of Contract shall apply.

4.7 The contract involves chartering of 2 no. pilot launches By Kamarajar Port Limited For a Period of Seven (7) Years by Kamarajar Port Limited as per broad technical specifications stipulated in "Scope of Work" with full crew, provisions and all stores including lubricants.

The Kamarajar Port Limited will provide fuel (LFLSHSD) for the operation of the Crafts free of cost to the Contractor.

4.8 Kamarajar Port is chartering the Crafts for carrying out shipping operations 24 Hrs X 7 Days, and the Crafts shall also be made available for 24 Hrs during the Charter period except allowed maintenance period(Paid Downtime) allowable to them.

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

- 4.9** The crew of the Crafts shall take instructions regarding the operations from the General Manager (MS) and his representative.
- 4.10** All operational costs including wages (Minimum Wages Act or any other Act), allowance, victualing, insurance of Personnel, Hull and Machinery, Protection and Indemnity, Stores, lubricants and equipments will be borne by the Contractor. Repairs, survey and other requirements to keep the Crafts operational will be to Contractor's account and during any absence of the Crafts from duty or inability of Crafts to perform for these or any other reasons, will result in nonpayment of hire charges, for the period Crafts(s) was (were) not made available and penalty Clause of the Charter Party Agreement shall apply.
- 4.11** On the date of commencement of the service, the Crafts shall have completed all the necessary surveys and shall be in possession of all valid certificates.
- 4.12** The Contractor will be responsible for any damage suffered due to failure of the Crafts or errors of the Crafts Master and crew or any reason whatsoever.
- 4.13** The Contractor shall be responsible for the injuries, loss of life to the Crafts crew/Port personnel while carrying out the operation of the Crafts. The Contractor shall also be responsible for the damage to the Port's property or to any third party. Any claims in this regard shall be to the Contractor's account.
- 4.14** The Craft shall be available for the Port operations on all days of the year except for the allowed maintenance period of only 24 Hours for each Crafts in a month. The Tenderer shall be eligible for 12 days (i.e) 24 hours each month per Crafts as allowed maintenance period for one calendar year during the currency of the contract period. During the remaining period except those mentioned above, the Crafts should be made available for operations or other duties as directed by the General Manager (MS) or his authorized Representatives.
- 4.15** The Contractor shall ensure that the crafts are in state of constant readiness and shall be ready for movement at 10 min notice. The Crafts shall be used as and when required and as instructed by the Controlling Officer or his authorized representative.

The Master and Engineer shall maintain deck and engine log book respectively and the same shall be submitted to the scrutiny of the General Manager (MS) or his authorized representatives, whenever requested.

The completed log book shall be sent to the General Manager (MS) Office at the end of every month for checking by Officer designated by the General Manager (MS). The Engine performance, fuel oil issue and consumption, maintenance details, Engine speed

and load, repairs and all important events that are taking place shall be logged in chronological order in the log books.

- 4.16** The Contractor shall comply with Indian Merchant Shipping Act, Indian Ports Act, Harbour Crafts Rules and Regulations if any of Kamarajar Port Limited and any other legislation related to operation of Crafts in territorial waters.
- 4.17** The Contractor shall be solely responsible for reporting simultaneously to the General Manager (MS) and the Police Department immediately of any serious or fatal accidents on the Crafts or at any place belonging to the Board including premises leased to or by the Board to any of his employees / workmen engaged by him. The Contractor shall indemnify the Kamarajar Port Limited against any claims or actions arising there from.
- 4.18** The Contractor has to pay the revised minimum wages to the crew engaged by them. The Contractor has to take the insurance policy covering all type of risks of all employees, crew and vessel throughout the charter period including Hull and Machinery Policy.

Port should be indemnified by the contractor to comply with the Contract Labour Act, Workman Compensation Act and shall follow the ESI and Provident Fund Rules for their personnel.

The payment of wages to the crew, Provident fund, ESI and insurance premium can be paid by a sister/ similar firm or a subsidiary company of the contractor if statutory law permits it.

Port should be indemnified by the contractor to comply with the Contract Labour Act, Workman Compensation Act and shall follow the ESI and Provident Fund Rules for their personnel.

- 4.19** The Contractor shall carryout the works strictly in accordance with the contract to the satisfaction of the Controlling Officer i.e. the General Manager (MS) or his authorized representative of Kamarajar Port Limited and shall comply with and adhere strictly to his instructions and directions on any matter (whether mentioned in the contract or not) all within the Natural Capabilities of the Craft.
- 4.20** The Contractor shall not otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs or permit or suffer any such importation, sale, gift, barter or disposal by his agent or employees.
- 4.21** The Contractor shall not indulge in any smuggling or illegal activities, give, barter or otherwise dispose of to any person or persons any arms or ammunition of any kind or permit or offer the same as aforesaid.

4.22 The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood of the work against the same.

In case, the General Manager (MS) receives complaints of indiscipline or refusal to carry out the orders of his authorized representative the same shall be viewed seriously and charter rate for the day shall be deducted as a penalty and for serious offences, the concerned personnel shall not be allowed to operate the Crafts and suitable replacement shall be arranged by the Contractor within 24 hours.

If the offence is serious, Kamarajar Port shall inform to the concerned enforcing authorities.

4.23 The Contractor shall obtain necessary clearance, as required, from D.G.Shipping, Ministry of Shipping, Customs etc. for deploying the Crafts for service in the port before Crafts is put into service. The Crafts shall be registered as per the statutory requirements of D.G.(Shipping) for such operations.

4.24 The Successful Contractor has also to carry out all operations at the maximum capacity of the Crafts during emergency situation at no extra cost to Kamarajar Port Limited. The Penalty clause shall apply in case of failure of Contractor to fulfill such assignments.

4.25 Security of the crafts, its appurtenances and crew will be the Contractor's responsibility.

4.26 On the date of commencement of the contract, Crafts shall be staunch, strong, weather and watertight and shall have completed all the necessary surveys.

4.27 The contractor shall arrange for IRS/IACS, as third party for Survey, Inspection and trials including speed trials of the Crafts or the substitute Crafts offered to Kamarajar Port Limited at his cost. Trials by IRS/IACS Surveyor shall be carried out at Kamarajar Port with full manning crew. IRS/IACS survey, inspection and speed trial reports shall be submitted to General Manager (MS) for acceptance of the Crafts by 27.04.2020 and the Crafts shall be under class throughout the contract period

4.28 It shall be the responsibility of the Contractor to prove that the Craft[s] operate at required speed before commencing the contract and also whenever required to prove the speed during the currency of the contract

4.29 The Crafts should be manned under (Merchant Shipping Act) Safe Manning Guidelines in force issued by DG (Shipping).The Manning should also comply with ILO Work rest hours guidelines and the proofs for the same should be submitted along with bills every month to the Marine Dept. The crew posted shall be able to converse in English on VHF.

- 4.30** The Crafts shall be on 24 hours duty round the clock, 7 days a week, 365 days a year except the Allowed Maintenance period. There shall be no Holidays. The Crafts shall comply with all instructions from the Port Signal Station/ General Manager (MS) or any other Officer duly authorized by Port.
- 4.31** The Master and crew shall not conflict with the orders of Indian Navy or Coast Guard while on duty. The crew shall strictly comply with all Indian Penal/Customs/Immigration/Health Laws and the Kamarajar Port Regulations.

GENERAL MANAGER (MS)

KAMARAJAR PORT LIMITED

SCHEDULE – I

CHARTER PARTY AGREEMENT

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

WHEREAS the KAMARAJAR PORT LIMITED have under a Charter party entered into an agreement with M/s..... for chartering Two Nos.Pilot Launches by Kamarajar Port Limited for a period of seven (7) years.

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

AND WHEREAS the Contractor herein have agreed to charter the said Craft on the terms and conditions contained herein:

NOW THIS AGREEMENT WITNESSETH

5.1 DEFINITIONS AND INTERPRETATIONS :-

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

5.1.1 ‘BOARD’ means the Board of Directors of Kamarajar Port Limited.

5.1.2 ‘CHAIRMAN’ means the CMD of KAMARAJAR PORT LIMITED.

5.1.3 ‘Director (MS)’ means the Director(Marine Services) of Kamarajar Port Limited.

5.1.4 ‘Director (O)’ means the Director(Operations) of Kamarajar Port Limited

5.1.5 ‘General Manager(MS)’ means the General Manager(Marine Services), the head of Marine Department of the KAMARAJAR PORT LIMITED.

5.1.6 ‘CONTROLLING OFFICER’ means the General Manager(MS) Kamarajar Port Limited or his representative.

5.1.7 ‘ISPS’ means International Ship and Port Facility Security Code.

5.1.8 ‘THE KAMARAJAR PORT LIMITED or KPL.’ (CHARTERER of 2nos. pilot launches) means Board of Management of Kamarajar Port Limited

5.1.9 ‘THE CONTRACTOR OR SUCCESSFUL TENDERER’ means the person or persons, firm, corporation, joint ventures or company whose tender has been accepted by the KAMARAJAR PORT LIMITED and includes the contractor’s servants, agents, workmen, personal representatives, successors and permitted assigns.

- 5.1.10 'CONTRACT'** means the Tender 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, related correspondences with the Tenderers 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 will form part of the Contract document.
- 5.1.11 'CONTRACT PRICE'** means the total sum of money to be paid by KPL to the contractor for satisfactorily rendering the services as per the contract subject to such additions thereto or deductions there from as may be made under the provisions hereinafter contained.
- 5.1.12 'APPROVED/APPROVAL'** means the approval in writing.
- 5.1.13 'CHARTER'** means Supply, manning, technical operation and maintenance of the Pilot Launches at the Kamarajar Port Harbour, Outer Anchorage and other areas as required by the KAMARAJAR PORT LIMITED.
- 5.1.14 'CHARTER PERIOD'** means currency of contract period of seven(7) years extendable upto a period of Two(2) Years for Two nos Pilot Launches at the discretion of the KAMARAJAR PORT LIMITED commencing from the date of commencement of Operations at the KAMARAJAR PORT LIMITED on charter from the contractor as per the terms and conditions of contract.
- 5.1.15 'CHARTER RATE'** means Charter Rate per day of 24 (twenty four) hours per Crafts quoted by the Tenderer, as per BOQ, for Supply, manning, technical operation and maintenance of 2 No. Pilot Launches.
- 5.1.16 'CHARTER PARTY AGREEMENT'** means agreement between the successful Tenderer/Tenderer and KAMARAJAR PORT LIMITED for charter of Two Nos Pilot Launches.
- 5.1.17 'PAIDDOWN TIME'** means the time during which the chartered Crafts are not available for Port operations due to any reasons with prior permission obtained from GM(MS) and the daily hire rate is payable during this period. This period is for maintenance of the crafts so as to ensure smooth uninterrupted shipping movements.
- 5.1.18 'BREAKDOWN'** means the time during which the chartered Crafts are not available for Port operations and for which no prior permission has been obtained from GM(MS) and also it is not of planned nature.
- 5.1.19 'IN WRITING' or 'WRITTEN'** means a letter handed over from the Charterer to the Successful Tender or vice versa, a registered letter, telex, email or other modern form of written communication.

5.1.20 'AUDITOR' means a statutory auditor as defined in the Company's Act in force

5.2 SECTION 1 - GENERAL CONDITIONS OF CHARTER:-

5.2.1 PERIOD OF CHARTERING:-

The Tenderer shall provide and the Kamarajar Port Limited shall use the services of Crafts for a period of Seven (7) years and with the provision of extending upto (2)two years on same terms and conditions for two nos. of Pilot Launches based on the satisfactorily performance at the discretion of the Kamarajar Port Limited.

5.2.2 CHARTER RATE:-

The Tenderer shall quote the Charter Rates per day of 24 hrs per Crafts in Indian Currency only in the format given as BOQ of the Tender Document. The Charter Rate given in other currencies and in any other format by any tenderer shall be termed as Non-Responsive Offer and the offer will be rejected. The rate quoted by the tenderer shall be kept firm throughout the currency of the Contract period and no escalation in the charter rate shall be accepted.

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

5.2.4 CHARTER RATE AMOUNT:-

5.2.4.1 The charter rate amount submitted by the Tenderer shall be gross rate after taking into consideration of Wages, Taxes (except GST), all payments on account of cost of spare parts for preventive maintenance, breakdown maintenance, lubricating oil, paint, other consumables etc, annual survey special surveys etc and the ropes and tools for the shipping and other operations. The Tenderer as the owner of the Crafts shall bear all the costs of running the Crafts for operation at Kamarajar Port Limited. **The Kamarajar Port Limited will provide LSHFHSD (Low Sulphur High Flashpoint High Speed Diesel) to the Tenderer for the operation of the Crafts. The Kamarajar Port Limited shall also provide water, Shore Power and berth free of cost i.e no vessel related charges including berth hire, port dues etc will be levied.**The Tenderer shall take written permission from the General Manager (MS) and shall erect necessary electrical accessories, KWH Meter, breakers and cables at his own cost for availing shore connection at the allotted place as per the instruction of the Electrical Incharge and erected electrical accessories are to be removed after the completion of contract at tenderers cost.

5.2.4.2 Any changes in basic price/rate and taxes and duties in the inputs such as lube oil, spare parts, survey charges, paints, consumables, etc., to run the Crafts shall also be to the account of the Tenderer. The Tenderer, while quoting the charter rate for

the chartering period shall take all changes into consideration. The charter rate should be quoted for the entire chartering period and there shall not be any escalation in the quoted charter rate.

5.2.4.3 The Contractor shall be provided space for tying up the Crafts and shall not be required to pay the Port related charges like berth hire, port dues etc.

The Contractor shall also be required to make payment for fuel, consumed by the crafts, whenever the crafts are not available for operation beyond the allowed maintenance period (Paid Downtime)

5.2.4.4 If during the contractual period the performance is found not as per the terms and conditions laid herein, the crafts may be surveyed by a third party(IRS/IACS) at the tenderers cost and if proved the penalty clause will be applicable.

5.2.5 CHARTER COMMITMENT :-

The Tenderer shall commit to provide the services of the Crafts or their substitute crafts with stipulated speed and other characteristics as defined in scope of work to KAMARAJAR PORT LIMITED for the entire duration of Charter period and agree to maintain these Crafts as per the Tender specifications of the KAMARAJAR PORT LIMITED in a seaworthy

condition duly certified by the statutory requirements under which the crafts is registered with valid Insurance, Valid Class Certificate and manned as per statutory regulations for the entire contract period.

5.2.6 CHARTER PARTY AGREEMENT :-

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

5.3 CARE AND DILIGENCE:-

5.3.1 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 Limited for the proper, efficient and effective carrying out of their duties.

5.3.2 The contract shall commence and terminate at **Kamarajar Port Limited**. The crafts would be accepted by KPL on satisfactory trails by IRS/IACS at Kamarajar Port Limited done prior to commencement.

5.4 AVAILABILITY :

5.4.1 The Crafts shall be available for the Port operations on all days of the year except for the allowed maintenance period (PAID DOWNTIME) of only 24 Hours for each Crafts in a month. The Tenderer shall be eligible for 12 days (i.e) 24 hours each month per Crafts as allowed maintenance period for one calendar year during the currency of the contract period. In case of non-utilization of allowed maintenance period of **24** hours (down time) during the month, **the Tenderer shall be allowed to carry over the unutilized hours to subsequent two months.** i.e the unutilized Paid Downtime for the month of January will lapse on 1st of April. During the remaining period except those mentioned above, the Crafts should be made available for shipping operations or other duties as directed by the General Manger (MS), the Controlling Officer or his authorized representative.

In case the crafts are not available for deployment for any reason whatsoever the penalty will be levied as per the clause 3.19 after allowing for any accumulated downtime.

An IRS/IACS Classed sister/ similar crafts with similar/better specification (in seaworthy and efficient condition and should be in possession of all necessary valid certificates) will also be **needed to be deployed for shipping operations at KPL in case the nominated crafts leaves the port for proceeding to mandatory dry dock to fulfill statutory requirements, and the planned dry-dock or otherwise** will be done after obtaining prior consent from GM(MS).

The sister/ similar/substitute Crafts deployed by the contractor shall be permitted to operate for a maximum period of 150 days only from the date & time Crafts is/are deployed and failure to deploy the originally offered crafts within 150 days, the contract is liable to be terminated at the discretion of KPL.

In case of termination, the Paid Downtime to the credit of contractor will lapse and penalty shall apply. The B.G. towards Performance Guarantee shall be en-cashed as per clause 3.17 of the general conditions of the contract.

5.4.2 The Contractor shall ensure that the Crafts are in state of readiness at all times. However KPL may endeavor to give 10 minutes notice will be given to craft(s) Masters prior commencement of any movement.

5.4.3 Any planned dry dock for the crafts can be done only with prior permission of GM(MS) and also sister/ similar craft will have to be deployed for the entire period, the offered crafts is out of service for dry-dock and/or otherwise.

5.5 ALLOWED MAINTENANCE PERIOD(Paid Downtime) :-

5.5.1 The Tenderer shall be eligible for **24 hours** allowed maintenance period for each Crafts **in a month** i.e. 12 days in a year during the currency of contract

5.5.2 In case of non-utilization of allowed maintenance period of **24** hours (down time) during the month, **the Tenderer shall be allowed to carry over the unutilized**

hours to subsequent two months.i.e the unutilized Paid Downtime for the month of January will lapse on 1st of April.

- 5.5.3** In case, Crafts are still not in operation even **after consuming all the available Paid Downtime**, The **daily Charter hire shall not be paid** for the duration the Crafts is not in operational state and the penalty will be levied as per the penalty clause. During the break down period which exceeds the available down time period, no berth hire/ port charges, fuel cost would be charged on the craft(s) upto 20 days only. After 20 days all charges as per prevailing Scale of Rates will be applicable However if a substitute craft/ sister/ similar craft is provided the daily hire rate will be paid from the time the sister/ similar crafts is provided for the ports use as per the rate for the contracted crafts and imposition of penalty will cease from that time. However the conditions for employment of sister/ similar crafts/ substitute crafts should be as per the clause 2.4

5.6 BREAKDOWN MAINTENANCE:-

- 5.6.1** The breakdown time of the Crafts shall commence, when the Crafts fails to report for the operations, whenever the Signal Station or Officers-in-charge of operation makes requisition for the Crafts and the Crafts are not made available due to breakdown or for any other reasons. After the completion of the

Breakdown maintenance, the Master/Engineer of the crafts has to inform the readiness of the Crafts to the Officer-in-charge/Signal Station. Thereafter, the breakdown period shall come to an end.

- 5.6.2** The contractor shall not be entitled for maintenance period other than the Allowed Maintenance period of 24 hours. In case of non availability of the offered Crafts due to Breakdown/repairs and in such a case when no replacement/substitute Crafts is/are not made available for operation, the Penalty Clause and/or Termination Clause shall be applicable.

- 5.6.3** The designated Officer to look after the Port Operation of the Chartered Crafts nominated by the General Manager (MS) shall maintain the records relating to Breakdown, Craft' Operation, Speed, Fuel oil(LSHFHSD) issued and consumed, running hours, Maintenance Period and other statutory information. The designated officer shall scrutinize the logbook and shall certify the details of the operation including Breakdown and Maintenance of the Crafts, Fuel oil consumption and send monthly report to the General Manager (MS).

In case of detection of shortfall or misuse of fuel / water / electricity from the logbooks or during inspection by KPL officials, the cost of the same shall be recovered from the contractor as per prevailing IOC's cost of LSHFHSD plus overheads if any. In case of serious cases, severe action shall be taken against those indulging in such activities.

5.7 CLASS MAINTENANCE :-

The Tenderer shall confirm to maintain the Crafts in its original class, during the entire contract period. The Tenderer also shall confirm to maintain the Crafts in a staunch and seaworthy condition and undertake survey, dry docking, special surveys and other requirements in accordance with the act under which it is registered and agree to operate the Crafts and to provide the Class certificate (IRS/ IACS) at the Tenderer's cost.

5.8 MANNING:-

The Crafts shall be registered as per the statutory requirements of D.G.(Shipping) for such operations and manned as per the requirements of MS Act RSV IV .

5.8.1 The successful Tenderer is required to operate the Crafts in accordance with the class requirements and the Merchant Shipping Act. The Crafts are required to be manned under (Merchant Shipping Act) Safe Manning guide lines issued by DG (Shipping) while on contract with Kamarajar Port Limited. Only Indian Nationals will be allowed to work in the Crafts. The Tenderer shall refer to the Merchant Shipping Act for more information, if required. At all times sufficient rest hours to be prescribed to all crew members for the safe operations of craft as per ILO/ statutory provisions.

5.8.2 The General Manager (MS) or his authorized representatives shall inspect the Crafts and any discrepancies found shall be promptly rectified by the Co-coordinator/contractor.

5.8.3 If the Crafts are not operated as per the Manning requirements of M.S. ActRSV IV the penalty shall be levied at the rate equal to 5% of the per day charter value for each person not posted/missing.

5.8.4 The Contractor is required to obtain Security clearance from Police and/or from other appropriate authorities as per Port Rules for all the crew proposed to be engaged for operating the Crafts and such security clearance along with copies of statutory certificates shall be submitted to the Controlling officer before engagement of all or any of the crew members.

5.9 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.

5.10 FUEL CONSUMPTION :

During the course of chartering, if the fuel consumption of the Crafts or the replacement Crafts is found above the declared fuel consumption per hour of Main Engines at 100% MCR and DG sets at 100% MCR , the cost towards the excess consumption of fuel will be recovered from the charges payable and cost of fuel will be considered on the basis of the prevailing market rate of IOC plus overheads, if any.

5.11 NOTIFICATION OF AWARD:

- a)** Prior to the expiration of the period of tender validity prescribed in the tender, KPL, will notify the successful Tenderer(s) through letter/s by post confirming that their offer has been accepted for award of contract. This letter is to be called Letter of Award (LOA). This Letter of Award shall indicate the sum, which KPL will pay to the Contractor in consideration of the execution of the contract by the contractor.
- b)** The Crafts have to be placed at disposal of KPL for shipping movements after IRS/IACS surveys and certification, and grant of permission by GM(MS) positively by 30.04.2020.
- c)** Upon the receipt of Letter of Award of the contract, the successful Tenderer[s] shall send Letter of Acceptance and prepare the Charter Party Agreement included in the Tender Document (Schedule - I), after taking into account any changes thereafter agreed by both the parties, at the earliest but not later than 7 days without any delay and complete all the formalities and submit the same to KPL duly executed on stamp paper for appropriate value within 15 days from the date of issue of Letter of Award. One set of the agreement will be returned to the Contractor after the signature of appropriate authority. Contractor shall make 5 bound copies of the agreement with duly signed tender copy at his own cost and submit to Kamarajar Port Limited.
- d)** The successful tenderer shall submit BG towards Performance Guarantee prior to signing of agreement.
- e)** Any delay caused due to any correspondence / clarification / request etc. received from the Tenderer after the date of issue of the Letter of Award will be to the account of the successful Tenderer and no extension of time will be granted.

5.12 GUIDELINES TO TENDERER:-

- 5.12.1** The Crafts shall be deployed for shipping work in the Kamarajar Port or to any places at sea for the purpose of search and rescue of passengers / crew of vessels in distress in the vicinity. The Crafts shall also be made available for assisting towage of disabled vessels, salvage operations at the discretion of the Controlling Officer viz., General Manager (MS) or the authorized representative of Kamarajar Port Limited. The Crafts may also be used at neighboring ports at discretion of Kamarajar Port Limited.
- 5.12.2** The Contractor shall operate the Crafts, as per the instructions of the Controlling Officer viz., General Manager (MS) or his authorized representative of Kamarajar Port Limited. The contractor shall participate in mitigating any emergencies like fire, sinking, stranding, Towing, Pollution as per the natural capabilities and for any act directed by the General Manager (MS) (or) his authorized representative of Kamarajar Port Limited.

- 5.12.3** The Contractor shall not have any direct dealing regarding scheduling of the Crafts with any of the Steamer Agents / Ship Owners / Masters/ or their authorized representatives etc.
- 5.12.4** The Controlling Officer of the Crafts shall be the General Manager (MS) of Kamarajar Port Limited and the crew of the Crafts shall comply with all instructions from the General Manager (MS) of the Kamarajar Port Limited and/or his representative.
- 5.12.5** In case, the General Manager (MS) receives complaints of indiscipline or refusal to carry out the orders of his authorized representative, the same shall be viewed seriously and charter rate for the day shall be deducted as a penalty and for serious offences, the concerned personnel shall not be allowed to operate the Crafts. The contractor shall arrange for suitable replacement within 48 hours failing which severe action will be taken including termination of the contract by the Kamarajar Port Limited.
- 5.12.6** If the offence is serious Kamarajar Port shall inform to the concerned enforcing authorities

5.13 **PAYMENT TERMS:-**

- 5.13.1** The KAMARAJAR PORT LIMITED shall make monthly payment for the Crafts at the Charter rate per Crafts per day quoted in the Schedule-XI in Indian Rupees after adjusting the recoveries payable by the Contractor under this Agreement.

Charter Rate for each Crafts per month = (Charter Rate per day x No of days in the month) minus (The recoveries like Statutory Recoveries, penalties, any dues to the port etc., payable by the Contractor)

- 5.13.2** In case the recoveries like penalties, or any dues to the Kamarajar Port or any other taxes, levies payable to the Government are more than the monthly chartered amount, the balance shall be recovered from the next month chartered amount or any outstanding amount payable to the Contractor including EMD/SD and Bank guarantee.

- 5.13.3** The Contractor shall submit monthly Tax Invoice for crafts in the KPL format in duplicate to the Office of the General Manager (MS). After scrutiny of the bill, the payment shall be made within 30 days from the date of submission of the bill subject to the Contractor submitting all the relevant documents for the purpose of scrutiny and certifying the bill. Though, all the efforts will be made to make the payment within the stipulated time, in case any discrepancy is found and there is

a resultant delay in effecting payments, the Contractor is not entitled for any type of compensation or interest if there is any delay in making payment to the Contractor.

5.14 GENERAL:-

The charter rate amount quoted shall be inclusive of all taxes (except GST), duties, education Cess, surcharge, etc., payable by the Contractor to the State Government, Central Government and Local Authorities in connection with chartering of Crafts to Kamarajar Port.

5.14.1 GOODS AND SERVICES TAX (GST)

The GST shall be quoted separately in Price bid. The GST will be reimbursed by KPL on reflection of the ITC credit in the GST portal. Further the contractor has to strictly comply the provisions of GST act such as timely remittance & filing with GST authorities not withstanding whether Employer has released the payment or not. 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.

5.14.2 CUSTOMS DUTY :-

The Contractor shall pay the Customs Duty and other taxes/levies that may be applicable whenever the Contractor is importing machinery/parts for the Crafts during the currency of the contract. The Crafts may also be subjected to Custom's Inspection, if found necessary. The Custom duty and other taxes under this clause shall not be reimbursed by the Kamarajar Port Limited. It shall be borne by the Contractor.

5.15 DEDUCTION OF TAXES & LEVIES AT SOURCE :-

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

5.15.1 INCOME TAX

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

5.16 LIEN:-

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

Limited to the Contractor either alone or jointly with another or other and either under this contract or under any other contracts or transaction of any nature whatsoever between the Kamarajar Port Limited and the Contractor.

5.17 PERFORMANCE GUARANTEE :-

The successful Tenderer shall furnish an unconditional and irrevocable Bank Guarantee for total value of 10% of the yearly contract cost valid for a period of 12 months on renewable basis which has to be renewed every year for the entire period of the contract prior to signing the agreement ie, within 15 days from the date of issue of LOA. The validity of the BG should be 12 months and additional 3 months claim period from any Indian Nationalised bank / Scheduled bank enforceable and encashable at Chennai. The Kamarajar Port Limited will have unconditional option under the Guarantee to invoke the said Bank Guarantee and to claim the amount from the Bank. The Bank shall be obliged to make payment to the Kamarajar Port Limited upon mere demand without any demur. The Bank Guarantee shall be furnished in the format enclosed to the Tender Document. In the case of extension of contract beyond **84 months** the contractor is required to extend the validity of the performance bank guarantee suitably as required by the Kamarajar Port Limited. The Successful Tenderer shall not be permitted to sign the agreement without submitting the performance guarantee.

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

5.19 PENALTY:-

If the craft is inoperative and / or unavailable and KPL is denied use of the craft, penalty will be levied from the time and date of such in-operation/unavailability after allowing any paid down time (if available) to the credit of the contractor up to the time and date of break down / inoperation as follows, in addition to nonpayment of charter hire charges on prorated basis:

From the time and date of such nonavailability / In-operation – upto 10 days	20% of hire charges per day or part thereof
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This Clause will be operative, if the Craft remains nonoperational due to breakdown or for any other reason and/or the operator takes more than the accumulated Down Time as specified in this Tender Document and/or the Contractor refuses to do the operations as per the directions of the GM (MS) or his authorized representative for any reasons. In addition to the

nonpayment of charter rate for the period of non-availability of the Craft, the Penalty shall be levied as per the provisions of the relevant Clauses of this Tender Document and the Contractor shall pay the penalty amount or the amount will be adjusted from the monthly payment or from any amount due to him or from the Performance Guarantee.

Further in case if the offered craft does not meets the speed criteria of 15 knots, then penalty @ 10% of daily hire charges for per knot reduction will be levied from the monthly bills upto maximum 10 knots. The contractor should take efforts to maintain the requested criteria as early as possible. With speed penalty the maximum period of acceptance is only for 150 days. In case if the speed of the launch falls below 10 knots the contract will be terminated and Security Deposit will be forfeited.

If the Craft is not operational even after ten days:-

1. The contractor has to provide a substitute craft/sister/ similar craft with similar/better specification (in sea worthy and efficient condition and should be in possession of all necessary valid certificates and IRS/IACS Class certification) shall be provided as a replacement by the contractor.

However the fuel consumption of the replacement craft shall be restricted to the fuel consumption of originally offered Craft.

Further, the sister/ similar/substitute Craft which is deployed by the contractor shall be required to operate for a maximum period of 150 days only from the date & time Craft is/are deployed and failure to deploy the originally offered craft within 150 days, the contract is liable to be terminated at the discretion of KPL. If the offered craft is rendered beyond repair as per undertaking submitted by the

contractor the substitute craft with similar or better specifications only may continue for remaining currency period of contract.

2) If the Contractor fails to provide the substitute craft after 10 days:-

(a) KPL may arrange a craft from the market and the differential cost (including mobilization and demobilistaion charges) after adjusting the daily hire rate payable against the rate of the crafts sourced from the market will be deducted in addition to levying penalty of 20% of quoted hire charges per day or part thereof basis for each day the substitute craft is not provided or the chartered craft is not put back in service.

(b) In case, the contractor is able to provide a substitute craft/ offered craft after the Port has employed a Craft, the charter of the Port procured craft shall cease immediately upon delivery of contractor provided substitute craft/ offered Craft.

(c) If by the 20th day from the time and date the offered Craft is inoperative/breakdown, the contractor expresses his inability to provide the original or substitute craft KPL will continue with the hired market craft for a period upto 60 days as per conditions mentioned in (a) and terminate the contract.

In case of termination, the Paid Downtime to the credit of contractor will lapse and penalty as above shall apply. The B.G. towards Performance Guarantee shall be en-cashed as per clause 3.17 of the general conditions of the contract.

5.20. FINANCIAL BACKGROUND

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

5.21 ECS PAYMENT

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

Particulars of the bank A/C

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

5.22 Mode of measurement and payment

Payment shall be made on the recorded measurements and the contractor will have to prepare and submit by himself the bills in the prescribed form once in a month.

5.23 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.

5.24 ASSIGNMENT AND SUB-LETTING :-

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

they were the acts, defaults or neglects of the Contractor provided always that the provisions on labor or a piecework basis shall not be deemed to be a sub-letting under this clause.

Arranging a substitute Crafts for a short period will be considered as a sublet.

5.25 COMPLIANCE WITH STATUTORY REQUIREMENTS:

The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and bye laws including all statutory amendments and enactment of State or Central Government and other local authorities and any other enactments and acts that may be passed in future either by the State or Central Government or local authority including Indian Workmen's Compensation Act, 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, Harbour Craft Rules and Rules and Regulations of Kamarajar Port Limited 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 Limited indemnified in case any proceedings are taken or commenced by any authority against the Kamarajar Port Limited for any contravention of any of the laws, bye laws or scheme by the Contractor. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the Kamarajar Port Limited is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Kamarajar Port Limited shall be entitled to deduct the same from any money due or that may become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sum which the Kamarajar Port Limited is required or called upon to pay or reimburse on behalf of the Contractor.

5.26 CERTIFICATES

The Contractor shall comply with all acts, regulations and bye laws related to operation of a crafts in Indian territorial waters, and shall obtain necessary clearance, as required, from D.G. Shipping, Ministry of Shipping, MMD etc. for deploying the crafts for service in the port, before the crafts is put into service.

5.27 DELIVERY PERIOD: The Crafts shall be at KPL on or before 27.04.2020 in seaworthy and efficient condition after completion of trials and tests by IRS and shall be in possession of approval of GM (MS). The charter hire will commence from 0600 Hrs on

01.05.2020. The period in between is to be used for familiarization of the crafts crew with the port and operational procedures.

5.28 LIQUIDATED DAMAGES :

If the Contractor fails to submit the subsequent documents to GM(MS) by 27.04.2020 after carrying out the trials and tests by third party (IRS) at Kamarajar Port and it is found that the Crafts are not in position for subsequent deployment at Kamarajar port from 01.05.2020, 0600 Hrs for any reason whatsoever, the awarded Contract will be cancelled and the Performance Guarantee will be forfeited.

5.29 MAINTENANCE AND OPERATION OF THE CRAFTS:

- (a) The Contractor shall carry out the works strictly in accordance with the contract to the satisfaction of the General Manager (MS) or his representative and shall comply with and adhere strictly to his instructions and direction on any matter (whether mentioned in the contract or not) in relation with the contract.
- (b) The crafts shall during the charter period be for all-purpose at the disposal of KPL and under their control in every respect. The Contractor shall maintain the crafts, machinery, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice and they shall keep the crafts with unexpired classification of the class/MMD and with other required certificates in force at all times.
- (c) KPL shall have the use of all outfit, equipment, and appliances on board the crafts at the time of delivery. The Contractor shall from time to time during the charter period replace such items of equipment as shall be so damaged or worn as to be unfit for use. Contractor is to carry out all repairs or replacement of any damaged, worn or lost parts or equipment be effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value and efficiency of the crafts. The Contractor shall have to replace the equipment in case of obsolescence or damage due to faulty operation or due to natural calamities.
- (d) The crafts should have a set of competent and qualified Master and Crew, as required by statutory regulation.
- (e) The Master to execute KPL's instructions with the utmost despatch and to render customary assistance with the craft's crew. The Master to be under the order of KPL except as regards employment, agency or other arrangements. The Contractor shall indemnify KPL against all consequences or liabilities arising from the Master, Officers or Agents for their unlawful actions as well as from any irregularity in the crafts papers.
- (f) If KPL has reason to be dissatisfied with the conduct or efficiency of the Master, officer or crew, the Contractor on receiving particulars of the complaint, promptly

investigate the matter and if necessary shall make a change in the appointment. However, KPL shall have the right to demand the changes of any Master or other crew which demand shall not be unreasonable.

- (g) KPL or its representative will give the Master all instructions in English and the Master and Engineer/Driver to keep full and correct logs in English, accessible to KPL.
- (h) A supervisor/ Liaison officer (Engineering officer) will be have to be deputed by the contractor who has to ensure that the crafts are always ready for deployment at Kamarajar Port. The office space will be provided to them and charges will be levied for the same as per prevailing scale of rates.

5.30. Except as otherwise stated in this tender or as may be agreed from time to time, all operational costs including wages (Minimum Wages Act or any other Act), allowances, victualing, insurance, mobilization and demobilization will be borne by the Contractor. Repairs, survey and other requirements to keep the crafts operational will be to Contractor's account and during any absence of the crafts from duty or inability of the crafts to perform for these or any other reasons, will result in nonpayment of hire charges and levy of penalty, for the period the crafts was not made available as per clause 3.19 of the General Conditions of contract.

KPL will provide only shore power, water and fuel to the crafts. Other facilities like Office Space, Water Front area (subject to availability) for repairs will be provided on chargeable basis as per applicable rates, whilst the crafts are on hire. Apart from the above, no other services including lubricants or fluids shall be provided by the KPL.

5.31 INDEMNITY:-

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

KPL will not be responsible for any damage suffered by the Crafts due to failure of crafts or errors of the Master and crew or any reason whatsoever.

5.32 DISPUTE BETWEEN THE CONTRACTOR AND KAMARAJAR PORT LIMITED:-

5.32.1 In the event of any dispute or difference of whatsoever nature between the parties arising out of, in relation to, or in connection with the contract, including any dispute or difference arising from or in connection with termination, the parties shall, at the outset, attempt to resolve the said dispute or difference amicably. In the event there is no amicable resolution of the dispute or difference between the parties within thirty

days from the date of notice of the said dispute or difference by either party, such dispute or difference shall be referred to a sole arbitrator to be nominated by the Chairman and Managing Director, KPL. Provided that notwithstanding the escalation of any dispute or difference to arbitration, (save and except such disputes as has arisen out of, or in connection with termination), the Contractor acknowledges and undertakes that its obligations under the contract shall continue to subsist and its work under the contract shall continue without interruption during the subsistence of the dispute or difference.

- 5.32.2** The contract shall be subject exclusively to the laws of India. Subject to the aforementioned clause, the Courts at Chennai shall have exclusive jurisdiction with respect to the disputes or differences of whatsoever nature between the parties arising out of, in relation to, or in connection with the contract. The venue of arbitration shall be Chennai, and the arbitration proceedings shall be conducted in English.
- 5.32.3** The parties agree that the Arbitration pursuant to the Clauses 1 and 2 aforementioned shall be “fast track arbitration” and undertake that the parties shall share the expenses thereof in equal proportion.
- 5.32.4** The jurisdiction for all legal actions arising out of this contract shall be within the jurisdiction of the High Court at Chennai City.

5.33 TERMINATION OF CONTRACT:-

The Contract can be terminated under the following cases:

- (i) KPL reserves the right to terminate the contract as mentioned in Penalty Clause of the General Conditions of Contract.
- (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 Charter Party Agreement or Tender after giving three warnings in writing.
- (iii) The Contractor fails to provide the Craft as per the specifications of Kamarajar Port.
- (iv) The Contractor fails to fulfill the statutory requirements and other conditions as indicated in the Tender Document for operation of the Crafts.
- (v) When the speed of the Craft(s) falls below norms set in scope of work.
- (vi) In case of indiscipline of the crew of the Craft or refusal to carry out the orders of the General Manager (MS) or his authorized representative.

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

5.34 FORE CLOSURE :-

5.34.1 The Kamarajar Port Limited has the right to Foreclose the contract for National Security, National Emergency and in general public interest and in case of non performance by the contractor with respect to non compliance of Tender conditions, operational short falls, variation in declared fuel consumption etc. The Kamarajar Port Limited will endeavor to issue a written notice of not less than 3 months 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 shall take the Crafts and employ anywhere the contractor intends to go. Contractor shall continue to work in the notice period at the same Charter Rate.

5.35 FORCE MAJEURE :-

5.35.1 In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed under this contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which such cause lasts, unless force majeure operates for a period in excess of 15 days.

5.35.2“The term force majeure shall mean War and Any prevailing Acts & Regulation of Government of India, State Government or any Local Government or events such as flood, Landslide, volcanic eruption or fire, war, hostilities (whether War be declared or not), invasion, act of foreign enemies, Rebellion, revolution, insurrection or military or usurped power Or civil war”.

5.35.3 Upon the concurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Twenty four hours (24) of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

5.35.4 Time for performance of the relative obligation suspended by the force majeure shall then stand extended by the period of which such cause lasts

5.36 ENTIRE AGREEMENT:-

This agreement, together with the Tender document which includes Instructions to Bidders, General Condition of Contract, Form of Tender, Charter Party Agreement, Sale Agreement, Letter of Acceptance, Bank Guarantee in respect of satisfactory performance of contract, scope of work, Integrity Fact, schedules and any addendum/corrigendum thereto, Discussions and queries raised and answers given during the pre-bid meeting, related correspondences with the Bidders and correspondences leading to the award of contract should form part of the contract

referred hereto constitutes the entire Agreement of the parties with respect to the subject matter hereof and all prior understandings or Agreement, verbal or otherwise in relation thereto, which may exist between the parties evidenced in or writing or signed by the parties hereto subsequent to the date of execution of this agreement will be considered a part of this agreement if so desired by the parties hereto. In Case of any discrepancy found in this Agreement, Said tender terms and conditions will be final and binding.

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

for M/s.-----

KAMARAJARPORT LIMITED.

(Contractor)

(Charterer)

WITNESS WITNESS

SCHEDULE - II

FORMAT OF THE COVERING LETTER

(To be submitted by the Tenderer)

Date

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

Dear Sir,

Sub: Tender for chartering of 2 Nos Pilot Launches (en bloc) by Kamarajar Port Limited for the period of seven (7) years– Reg.

Please find enclosed our proposal in respect of the tender for Chartering of 2No. Pilot Launches for a period of Seven (7) years *in* response to the Tender issued by the KAMARAJAR PORT LIMITED (KPL).

We hereby confirm the following:

- 1) The proposal is being submitted by----- (Name of the Applicant/Joint Venture who is the Applicant/the Joint Venture comprising----- (mention the names of entities who are the Joint Venture), in accordance with the conditions stipulated in the tender documents.
- 2) As the Qualified Applicant (Name of Joint Venture in case of a Joint Venture), we hereby confirm that as an Qualified Applicant invited to submit our proposal in response to the tender documents issued to us, there has been no change in the roles, stakes of our Promoters/and/or (in case of Joint Venture) our Joint Ventures and their Promoters, as were originally evaluated in course of the tender process. (If any change in Joint Venture structure has taken place, please enclose the approval provided by KPL for the same).
- 3) We have examined in detail and have understood the terms and conditions stipulated in the tender document issued by KPL and in any subsequent communication sent by KPL. We agree and undertake to abide by all these terms and conditions. Our proposal is consistent with all the requirements of submission as stated in the tender document or in any of the subsequent communications from KPL
- 4) We confirm to provide charter Craft for carrying out shipping operations and for other requirements of the KAMARAJAR PORT LIMITED.

- 5) We confirm that there are no conditions in our financial proposal and our Financial Proposal is unconditional and submitted in a separated sealed envelope.
- 6) We confirm that while quoting the charter rate we have taken into consideration the supply of fuel and water at free of cost for the Craft chartered by the Port and we have also taken into consideration the changes which may occur in the manning, running and operational costs.
- 7) We hereby confirm that there shall not be any escalation in the charter rate quoted during the entire charter period.
- 8) The information submitted in our tender is complete, is strictly as per the requirements as stipulated in the tender document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our tender.
- 9) We confirm that we have studied the provisions of relevant Indian laws and regulations, Guidelines and Kamarajar Port Limited's Scale of Rates and statement of conditions thereof as amended from time to time to enable us to prepare this proposal and as required to charter of Craft to Kamarajar port Limited, 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 240 days from the last Due Date for the submission of this proposal.
- 11) Having examined the instructions to Tenderers, General Conditions of Contract, Scope of Work, Agreements, Technical specifications and Schedules for the above named work we offer to execute the same as per instructions to Tenderers, General Conditions of Contract, Scope of Work, Agreements and Schedules for the rates quoted in Schedule of Rates or such other sum as may be ascertained, in accordance with the conditions.
- 12) If our offer is accepted we undertake to commence the work as stipulated on receipt of the LOA and to execute the entire work for the stipulated period calculated from the date of commencement of service / dates shown in the letter of acceptance by us.
- 13) If our Tender is accepted we shall furnish a performance Guarantee for an amount equivalent to 10% of the yearly amount calculated at the daily hire rate for due performance of the contract and sign the agreement within 15 days from the date of issue of Letter of Acceptance.
- 14) We undertake to abide by our Tender for a period of 240 days from the last date for receiving the same or such extension of time as may be accepted by us and same shall be binding on us and you are entitled to accept the same at any time before the expiration of the said period or such extended period.

- 15) Unless and until a formal agreement is prepared and executed, this Tender, together with successful Tenderer's written acceptance thereof, shall constitute a binding contract between us.
- 16) We understand that you are not bound to accept the lowest or any Tender you may receive in respect of Chartering of Craft.
- 17) If our Tender is accepted we understand that we are to be held jointly and severally responsible for the due performance of the contract (applicable only in the case where two or more concerns tender jointly).
- 18) If our tender is accepted, we undertake to provide the Craft on charter at the rate indicated in our offered tender and to make available the Craft as stipulated in this tender.

Dated this _____ day of _____ 20)

Signature _____ in the capacity of

_____ duly authorized to sign Tenders for and on behalf of

_____ Address

Witness _____

Address _____

Occupation _____

Signature _____ in the capacity of duly authorized to sign

Tenders for and on behalf of _____

Address _____

Witness _____

Address _____

Occupation: _____

For and on behalf of

Signature

(Authorised Representative and Signature)

Acceptance for Award of Contract and for guaranteeing the contract and the Guarantor has agreed to provide a Guarantee being these presents;

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

- a) The Successful bidder shall execute the Contract Agreement before(date) and shall perform the contract of “Chartering of two (2)Nos.Pilot launches for a period of 7 years”in accordance with the bid documents .
- b) We, the Guarantor, shall without demur, pay to the KPL an amount not exceeding Rs.....(Rupees.....only) within three (3) days of receipt of a written demand thereof from the KPL stating that the Successful Bidder has failed to meet its performance obligations as stated in Clause (i) above.
- c)The above payment shall be made by us without any reference to the Successful Bidder or any other person and irrespective of whether the claim of the Company is disputed by the Successful bidder or not.
- d) This Guarantee shall be valid and shall remain in force for a period of 12 (twelve) months and have a claim period of (15) months i.e., upto and inclusive of(date).
- e)In order to give effect to this Guarantee, the KPL shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract or other documents by the KPL or by the extension of time of performance granted to the Successful Bidder or any postponement for any time of the power exercisable by the KPL against the Successful Bidder or forebear or enforce any of the terms and conditions of the Contract and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of the KPL or any indulgence by the KPL to the Successful Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
- f)This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under the guarantee are duly discharged.
- g) The Guarantor has power to issue this guarantee and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under
- h) It is also hereby agreed that the courts in Chennai would have exclusive jurisdiction in respect of claims, if any, under this guarantee.
- i) Notwithstanding anything contained herein:
 - a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only);
 - b) This Bank Guarantee shall be valid up to _____; and
 - c) We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____ (date

of expiry of guarantee).

d) This Guarantee is **encashable at Chennai**(Name of the Branch and address to be given).

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

Date.....

.....
(Signature of Authorised person of Bank)

Place:.....

.....
(Name in Block letters)

.....
(Designation)

..... (Address).....

Bank's Seal

Authorisation No.....

Witness:

1. Signature

Name & Address & Seal

2. Signature

Name & address & Seal

SCHEDULE - IV

FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY OF THE FIRM

POWER OF ATTORNEY*

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

Know all men by these presents, we (name of firm with address of the registered office) do hereby constitute, appoint and authorise Mr./Ms.(name and residential address who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to “Chartering of two (2)Nos.Pilot launches for a period of 7 years” including signing and submission of all documents and providing information/responses to General Manager(Marine Services), KPL, Chennai, representing us in all matters, dealing with KPL in all matters in connection with our bid for the said project.

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

Dated this the day of 2020.

(Signature of authorised Signatory)

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

Witness

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

*Notes:

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

SCHEDULE – V

FORMAT FOR POWER OF ATTORNEY (IN CASE OF JOINT VENTURE)

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

Know all men by these presents, we (name of firm with address of the registered office) do hereby constitute, appoint and authorise Mr./Ms.(name and residential address who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to “Chartering of two (2)Nos.Pilot launches for a period of 7 years” including signing and submission of all documents and providing information/responses to General Manager(Marine Services), KPL, Chennai, representing us in all matters, dealing with KPL in all matters in connection with our bid for the said project.

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

Dated this the day of 2020.

(Signature of authorised Signatory)

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

Witness

Witness 1:
Name:
Address:
Occupation:

Witness 2:
Name:
Address:
Occupation:

**Notes:*

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

SCHEDULE – VI
FORMAT OF THE LETTER OF ACCEPTANCE

Date:

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

Dear Sir,

Sub: Tender for Chartering of 2 Nos Pilot Launches (en bloc) for a period
of 7years–Reg. -----

This has reference to the Proposal being submitted by us/Joint Venture in respect of the Contract for chartering of 2 Nos. Pilot Launches for a period of 7 years in response to the tender document issued by Kamarajar Port Limited (KPL).

We hereby confirm the following:

1. We -----(name of firm/Joint Venture furnishing the Letter of Acceptance), have examined in detail and have understood and satisfied ourselves regarding the contents mainly in respect of the following:
 - o The tender document issued by KPL
 - o All subsequent communications between KPL and the tenderer, represented by -----(name of the firm/ Joint Venture)
 - o The proposal being submitted by----- (name of the firm/ Joint Venture)

2. We agree to abide by the terms and conditions of the Tender Document, the commitments made at the pre-bid meeting and the proposal being submitted by the Tenderer/Joint Venture in respect of the Charterer.

3. We also reaffirm that (name, designation and address of authorized representative and signatory) designated as the authorized representative and signatory of the Tenderer/Joint Venture continues to be authorized representative and signatory in respect of all matters concerning our Tender application for this chartering and contractual commitments thereof.

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

Name of Person :
Designation :
Seal with date :

SCHEDULE – VII
FORM OF BANK GUARANTEE FOREMD

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

From:

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

To:

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

WHEREAS[Name of Bidder] (hereinafter called “the Bidder”) has submitted his bid dated[Date]for theChartering of two (2)Nos.Pilot launches for a period of 7 years (hereinafter called “the Bid”).

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

SEALED with the Common Seal of the said Bank thisday of2020.

THE CONDITIONS of this obligation are:

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

We undertake to pay to the Employer upto the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will

note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date twenty eight (28) days after the date of expiration of the Bid validity deadline for as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived.

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

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

DATE

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

SEAL OF THE BANK

SIGNATURE OF THE WITNESS

SCHEDULE – VIII
LIST OF DOCUMENTS TO BE SUBMITTED BY THE TENDERER
 (To be enclosed in Cover I – TECHNO-COMMERCIAL BID)

Sr. No	Clause Ref. No.	Description of Documents	Whether submitted by the Tenderer (Yes/No.) & Ref. of page No.
1	Cl. No. 1.1.1 of Instructions to Tenderers	The Tender document marked, duly filled in signed and stamped on all the pages.	
2	Cl.No.2.4 Instructions to Tenderers	Proof of submission/ copy of Cost of Tender Document and Earnest Money Deposit	
3	Cl.No.2.12.4	Proof for ownership for the Craft Offered/Agreement with owener(s)	
4	Cl.No.2.11.4 of Instructions to Tenderers	Documents pertaining to Turn Over, Net Worth and Net Cash Accruals.	
5	Cl.No.2.12.5 of Instructions to Tenderers	Details of present technical staff and their qualification, experience and key personnel for administration & execution of this contract and Co-ordinator	
6	Cl.No.2.12.6 of Instructions to Tenderers	Details of the Partners/ Directors	
7	Cl.No. 2.12.7 Instructions to Tenderers	Power of Attorney (Schedule IV and V) on stamp paper, infavour of person authorised to sign the tender document.	
8	Cl.No.2.11.3 and 2.12.12 of Instructions to Tenderers	Documents pertaining to Partnership firm/Joint Venture and details Joint Venture firm/Foreign firm with whom entered into Agreement	
9	Cl.No.2.12.8 &2.12.9 Instructions to	Copies of original document defining the constitution or legal status.	

	Tenderers		
10	Cl.No.2.12.10 of Instructions to Tenderers	Detailed information regarding current litigation, if any, in which the Tenderer is currently involved.	
11	Cl.No.2.12.7 of Instructions to Tenderers and Cl.No.4.1. of Scope of Work.	Details of Technical specifications (Schedule-X) of the Craft offered.	
12	Cl.No. 2.12.11 of Instructions to Tenderers	List of orders executed during the last 7 years. (Schedule IX) Copies of work orders and a certificate for satisfactory completion of the works.	
13	Cl.No. 1.1.1 of Contents of the Cover	Undertaking as per Schedule XII by NSIC/MSME bidders seeking EMD payment exemption.	
14	Cl.No. 1.1.1 of Contents of the Cover	Integrity Pact as per Schedule XI (Original to be submitted at the time of submission of Bid along with EMD. Copy to be uploaded in e tender portal.	

Note: All the documents submitted by the Tenderer shall be neatly bound / filed and pages numbered or properly marked. Tenderer is required to mention relevant page numbers / marking of his offer while filling up the above format.

SCHEDULE – IX

DETAILS OF PAST EXPERIENCE & ANNUAL TURN OVER (in the last 7 years ending on 31th March 2019)

NAME OF VESSEL / CRAFT	PERIOD OF CONTRACT/ HIRE	NAME OF OWNER/ CHARTERER	BRIEF SPECS. OF VESSEL / CRAFT TYPE & SCOPE OF WORK

Turn over details

Financial Year	Turn Over as per audited annual report in INR
2016-17	
2017-18	
2018-19	

Work Experience details

Job Experience	Name of the Firm	Contract Value
3 Similar Jobs	1) 2) 3)	
2 Similar Jobs	1) 2)	
1 Similar Jobs	1)	

Signature of the Tenderer with date & Seal

SCHEDULE – X

a) TECHNICAL SPECIFICATION OF PILOT LAUNCH OFFERED

Technical Specification of Pilot Launch(1)

1. Name of the Pilot Launch :

2. Official No. :
3. Call Sign :
4. Gross Tonnage :
5. Net Tonnage :
6. Year of built :
7. L.O.A. :
9. Breadth (moulded) :
10. Depth (moulded) main hull :
11. Draft (max) :
12. Speed :
13. Flag/Nationality :
14. Port of registry :
15. Main Propulsion Engines
 - i. Make/Model No. :
 - ii. BHP/Eng :
 - iii F O Consumption :

in lit/hr/engine at 100 % MCR
16. Propulsion and steering :
17. Auxiliaries
 - i. Total no of DG sets on board :
 - ii. Make/ModelNo.
 - iii. Rating of each DG set in KVA :

- iv. Total shipload in KW/Watt :
- v. Fuel oil consumption of Aux Engine at 100% MCR:

- 18. Fuel Capacity :
- 19. Fresh water capacity and consumption per day :
- 20. Communication equipment (specify each eqpt) :
- 21. Navigation Equipment (specify each eqpt.) :
- 22. Lube oil consumption :
- 23. Manning(As per requirement of statutory authority) :
- 24. LSA/FFA Equipments :

Technical Specification of Pilot Launch(2)

- 1. Name of the Pilot Launch :
- 2. Official No. :
- 3. Call Sign :
- 4. Gross Tonnage :
- 5. Net Tonnage :
- 6. Year of built :
- 7. L.O.A. :
- 9. Breadth (moulded) :
- 10. Depth (moulded) main hull :
- 11. Draft (max) :

12. Speed :
13. Flag/Nationality :
14. Port of registry :
15. Main Propulsion Engines
- i. Make/Model No. :
- ii. BHP/Eng :
- iii F O Consumption :
- in lit/hr/engine at 100 % MCR
16. Propulsion and steering :
17. Auxiliaries
- i. Total no of DG sets on board :
- ii. Make/ModelNo.
- iii. Rating of each DG set in KVA :
- iv. Total shipload in KW/Watt :
- v. Fuel oil consumption of Aux Engine at 100% MCR:
19. Fuel Capacity :
21. Fresh water capacity and consumption per day :
22. Communication equipment (specify each eqpt) :
21. Navigation Equipment (specify each eqpt.) :
22. Lube oil consumption :
23. Manning(As per requirement of statutory authority) :

24. LSA/FFA Equipments :

Signature of the Tenderer with Seal

SCHEDULE XI

INTEGRITY PACT(To be uploaded online)

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

GENERAL

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

BETWEEN

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

AND

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

Preamble

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

.....

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

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

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-
Enabling the PRINCIPAL/EMPLOYER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS / CONTRACTORS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL/EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree asfollows:-

Commitments of the PRINCIPAL/EMPLOYER

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

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

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

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

Commitments of the BIDDER / CONTRACTOR

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

i. The Bidder / Contractor will not enter with other Bidder / Contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

ii. The Bidder/Contractor will not commit any offence under the Indian Penal Code, 1860 / Prevention of Corruption Act, 1988 further the Bidder /

Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

iii. The Bidder / Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any official of the Principal/Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

iv. The Bidder/Contractor further undertakes that it has not given, offered or promised to give directly or indirect any bribe, gift, consideration, reward, favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any official of the Principal/Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with

the Principal for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Principal.

v. The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any.

vi. Bidder / Contractors shall disclose the payments to be made by them to agents or any other intermediary, in connection with this bid/contract.

vii. The Bidder / Contractor further confirms and declares to the Principal/Employer that the Bidder / Contractor is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal/Employer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder / Contractor, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

viii. The Bidder / Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any

payments he has made, is committed to or intends to make to officials of the Principal/Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

ix. The Bidder / Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

x. The Bidder / Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

xi. The Bidder / Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal/Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.

xii. The Bidder / Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

xiii. The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

xiv. If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Principal/Employer, or alternatively, if any relative of an officer of the Principal/Employer has financial interest / stake in the Bidder / Contractor's firm, the same shall be disclosed by the Bidder / Contractor at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

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

Previous Transgression

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

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

Sanction for Violations

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

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER / CONTRACTOR, However, the proceedings with the other BIDDER / CONTRACTOR (s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL/EMPLOYER and the PRINCIPAL/EMPLOYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER / CONTRACTOR.

(iv) To recover all sums already paid by the PRINCIPAL/EMPLOYER, and in case of an Indian BIDDER / CONTRACTOR with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India , while in case of a BIDDER / CONTRACTOR from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER / CONTRACTOR from the PRINCIPAL/EMPLOYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER / CONTRACTOR, in order to recover the payments, already made by the PRINCIPAL/EMPLOYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER / CONTRACTOR. The BIDDER / CONTRACTOR shall be liable to pay compensation for any loss or damage to the PRINCIPAL/EMPLOYER resulting from such cancellation/ rescission and the PRINCIPAL/EMPLOYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER / CONTRACTOR.

(vii) To debar the BIDDER / CONTRACTOR from participating in future bidding

processes of the Principal for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL/EMPLOYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER/CONTRACTOR(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrecoverable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL/EMPLOYER with the BIDDER / CONTRACTOR, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the PRINCIPAL/EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

(xi) The Bidder / Contractor accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(xii) If the Bidder / Contractor can prove that he has restored /recouped the damage caused by him and has installed a suitable corruption prevention system, in such a case, it will be at the 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

SCHEDULE – XII

FORMAT FOR UNDERTAKING TO BE SUBMITTED BY NSIC/MSME BIDDER CLAIMING EMD PAYMENT EXEMPTION

(To be provided by the bidder on the company's letter head and it must be duly signed by the Authorised Representative and Signatory)

Date:

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

Dear Sir,

Sub: Undertaking by NSIC/MSME Bidder claiming EMD Payment Exemption -
Tender for Chartering of 2 Nos Pilot Launches (en bloc) for a period
of 7years–Reg. -----

This has reference to the proposal being submitted by us/Joint Venture as NSIC/MSME bidder in respect of the subject tender for chartering of 2 Nos. Pilot Launches for a period of 7 years in response to the tender document issued by Kamarajar Port Limited (KPL).

We hereby confirm the following for granting Exemption of EMD payment

1. We -----(name of firm/Joint Venture) a NSIC/MSME registered firm/Joint Venture have examined in detail and have understood the tender conditions with regard to claim of Exemption of EMD payment and hereby accept not to withdraw and undertake to Execute the Awarded Contract without modifying the tender document before the deadline defined in the tender document
2. In case of any withdraw or failure to execute the awarded contract, we hereby accept any action including suspension/debarring from participation of bids in KPL for a period as decided by KPL.

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

KAMARAJAR PORT LIMITED

MEMORANDUM

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

MEMORANDUM

- | | | |
|----|---|---|
| 1. | General Description: | Tender For Chartering Of 2 Nos. Pilot Launches (en bloc)for 7 years. |
| 2. | <u>Estimated Cost:</u>
<u>A).For supply & Operation of 2 Nos. Pilot Launches</u> | : Rs.18,42,03,236 /- |
| 3. | Earnest Money: | Rs.38,42,032 /- |
| 4. | Performance Guarantee (Security Deposit:) | 10% of the accepted tender value as specified in the tender |
| 5. | Delay commencement of work | in should this tender be accepted in whole or in Part, I/we hereby agree to abide by and fulfill all the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tenders so far as applicable and or in default thereof to forfeit and to pay the Chairman, KAMARAJAR PORT LIMITED or his successors in office, the sum of money mentioned in the conditions. A sum of Rs..... is hereby submitted in |

the form of Demand Draft / Pay Order/BG as Earnest Money. If I / we fail to submit the Performance Guarantee and sign the Agreement within 15 days from the date of issuance of LOA (Letter of Acceptance). I / we agree that the said Chairman, Kamarajar Port Limited, or his successors in office shall, without prejudice to any other right or remedy, be at liberty to forfeit the said Performance Guarantee absolutely in case of failure to commence the work within the stipulated period mentioned in the L.D. Clause
a) To execute all the works referred to therein the tender documents upon the terms and conditions contained or referred to therein and carryout such deviations as may be ordered.

SIGNATURE

FOR AND ON BEHALF OF

DATE.....



KAMARAJAR PORT LIMITED

Tender No:KPL/MS/PL/2019

(ONLY THROUGH e - Tendering Mode)

**TENDER FOR CHARTERING OF
2 Nos. Pilot Launches (en bloc)
(Two Covers System)**

**For a period of 7 years
PRICE BID- BOQ
(COVER II)**

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