

KAMARAJAR PORT LIMITED

(A Company of Chennai Port Authority, Ministry of Ports, Shipping & Waterways, Govt. of India)



TENDER

FOR

**DESIGN, MANUFACTURE, SUPPLY, DEPLOYMENT,
OPERATION & MAINTENANCE OF BATTERY-
OPERATED UNMANNED FLOATING TRASH
COLLECTOR WITH SOLAR-POWERED CHARGING
STATION AT KAMARAJAR PORT LIMITED, CHENNAI,
TAMIL NADU**

Procurement through GeM portal only

Tender inviting authority:

GENERAL MANAGER (MARINE SERVICES)

Email: gm-ms@kplmail.in

Kamarajar Port Ltd., No.17,
Jawahar Building, Rajajaisalai,
Chennai –600 001.

**DESIGN, MANUFACTURE, SUPPLY, DEPLOYMENT, OPERATION &
MAINTENANCE OF BATTERY-OPERATED UNMANNED FLOATING
TRASH COLLECTOR WITH SOLAR-POWERED CHARGING STATION AT
KAMARAJAR PORT LIMITED**

TABLE OF CONTENTS

SECTION NO.	CONTENTS	PAGE NO.
1	NOTICE INVITING TENDER	3
2	INSTRUCTIONS TO THE BIDDERS	5
3	PRE-QUALIFICATION CRITERIA	13
4	GENERAL CONDITIONS OF CONTRACT	15
5	SPECIAL CONDITIONS OF CONTRACT	21
6	SCOPE OF WORK	32
7	BILL OF QUANTITIES	42
	ANNEXURES	
1	ANNEXURE-1 INFORMATION OF BIDDERS	45
2	ANNEXURE-2 FORMAT OF BID SUBMISSION	46
3	ANNEXURE-3 FIRM'S FINANCIAL DATA	48
4	ANNEXURE-4 WORKS EXECUTED DURING LAST SEVEN YEARS	49
5	ANNEXURE-5 FORMAT OF PERFORMANCE SECURITY	50
6	ANNEXURE-6 BID SECURITY DECLARATION	53
7	ANNEXURE-7 FORMAT OF INTEGRITY PACT	54
8	ANNEXURE-8 FORMAT OF AGREEMENT	62

अनुभाग/SECTION I

निविदा आमंत्रण सूचना/NOTICE INVITING TENDER

प्रतियोगी बोली लगाना/COMPETITIVE BIDDING

कामराज पोर्ट लिमिटेड, चेन्नई, तमिलनाडु में सौर ऊर्जा संचालित चार्जिंग स्टेशन सहित बैटरी से चलने वाले मानवरहित फ्लोटिंग ट्रेश कलेक्टर का डिजाइन, निर्माण, आपूर्ति, तैनाती, संचालन और रखरखाव के कार्य के लिए तकनीकी-वाणिज्यिक बोलियां आमंत्रित की हैं।/Kamarajar Port Limited (KPL) invites bids (techno commercial) for the work "Design, Manufacture, Supply, Deployment, Operation & Maintenance of Battery-Operated Unmanned Floating Trash Collector with Solar-Powered Charging Station at Kamarajar Port Limited, Chennai, Tamil Nadu".

इच्छुक बोलीदाता अधिक जानकारी और बोलियां जमा करने के लिए www.gem.gov.in पर सरकारी ई-मार्केट प्लेस (GeM) पर जा सकते हैं। निविदा दस्तावेज बंदरगाह की वेबसाइट www.kamarajarport.in पर भी उपलब्ध है। The intended bidders may visit Government e-Market Place (GeM) at www.gem.gov.in for further details. The tender document is also available in Port's website www.kamarajarport.in.

चयन प्रक्रिया की अनुसूची/SCHEDULE OF SELECTION PROCESS

Name of work	:	कामराजर पोर्ट लिमिटेड, चेन्नई, तमिलनाडु में बैटरी से चलने वाले फ्लोटिंग ट्रेश कलेक्टर के डिजाइन, निर्माण, आपूर्ति, तैनाती, संचालन और रखरखाव / Design, Manufacture, Supply, Deployment, Operation & Maintenance of Battery Operated Unmanned Floating Trash Collector with Solar-Powered Charging Station at Kamarajar Port Limited, Chennai, Tamil Nadu
Period of work	:	05 वर्ष/05 years
Estimated cost of the work	:	रु.2,81,57,500/- [(दो करोड़ इक्यासी लाख सत्तावन हजार पांच सौ रुपये, जीएसटी को छोड़कर)]/Rs.2,81,57,500/- (Rupees Two Crore Eighty One Lakhs Fifty-Seven Thousand and Five Hundred, Excl. GST.)
Earnest Money Deposit (EMD) 5% of the estimated cost of the tender	:	Rs.14,07,875/- (केवल चौदह लाख सात हजार आठ सौ पचहत्तर रुपये)/ Rs.14,07,875/- (Rupees Fourteen Lakh Seven Thousand Eight Hundred and Seventy-Five only)
Downloading of Tender document.	:	From 01/09/2026 to 21/09/2026
Pre-bid Meeting	:	09.09.2026 @ 1200 Hrs
Due date for Bid submission	:	22.09.2026 @ 1500 Hrs
Opening of Technical proposal	:	22.09.2026 @ 1530 Hrs
Bid opening- Price bid (BOQ)	:	बाद में सूचित किया जाएगा/Will be intimated later.

Name and address of the officer issuing and receiving tender	:	महाप्रबंधक (समुद्री सेवाएँ), कामराजार पोर्ट लिमिटेड, वल्लूर पोस्ट, चन्नई – 600120, फ़ैक्स: 044-27950002 ईमेल: gm-ms@kplmail.in General Manager (Marine Services), Kamarajar Port Limited, Vallur Post, Chennai – 600120, Fax: 044-27950002, Email: gm-ms@kplmail.in
---	---	---

अनुभाग/SECTION 2

बोलीदाताओं के लिए निर्देश/INSTRUCTIONS TO BIDDERS

2.1 DEFINITIONS

The terms used in this bidding document shall have the meaning defined here under:

- a) **“The Works”** means Design, Manufacture, Supply, Deployment, Operation & Maintenance of Battery-Operated Unmanned Floating Trash Collector with Solar-Powered Charging Station at Kamarajar Port Limited, Chennai, Tamil Nadu at the pre-defined locations.
- b) **“Port”** or **“KPL”** means the Kamarajar Port Limited, having its Registered Office at, No.17, Jawahar Building, Rajajisalai, Chennai-600001, Tamil Nadu, India and Administrative Office at Vallur Post, Chennai-120 also shall include any person or persons authorized by the Port.
- c) **“Bid”** means the offer or proposal of the Bidder to be submitted for the works in accordance with the stipulations set forth in this Bidding Documents.
- d) **“Technical Bid”** means the technical part of the Bid.
- e) **“Financial Bid”** means the financial part of the Bid.
- f) **“Bidder”** means either the manufacturer/supplier of the Equipment or his authorized representative who submits the Bid for the Works.
- g) **“Authorized representative”** means the bidder who has enclosed the manufacturer’s authorization as per the format “Form of letter of authority” provided herewith with this bid document.
- h) **“Contractor”** means the Bidder, whose Bid for the Works has been accepted by KPL and includes his personal representatives, successors and authorized assignees.
- i) **“Manufacturers”** mean the firms, which produces the equipment to be furnished by the Contractor under the Contract with the Port.
- j) **“Contract”** means the written agreement to be concluded between the Port and the Contractor which includes terms and conditions stipulated on the Bidding Documents and any other descriptions annexed there to which form an integral part of the agreement to be provided by the Port.

- k) **“O & M”** means Operation and Maintenance Contract and **“CAMC”** means Comprehensive Annual Maintenance Contract as specified in this document.
- l) **“Equipment”** means all kind of materials, machinery, components, floating ancillaries, batteries, articles and instruments for the Project to be provided by the Contractor to KPL under the Contract.
- m) **“Specifications”** means the specifications of the Works to be performed by the Contractor in conformity with those specified in the Technical Specifications of the Bidding Documents, and modifications thereof or additions thereto as may from time to time be made and approved in writing by the Port through the Consultant in case prior to the Contract and agreed upon by both KPL and the Contractor after the Contract.
- n) **“S/W”** means the Scope of Works
- o) **“Sites”** means the defined locations of ‘Deployment of proposed Floating Trash Collector’.
- p) **“Contract Price”** means the price payable to the contractor under the contract for the proper performance of its contractual obligations.
- q) **“GeM”** means Government e-procurement Market place.

2.2 BRIEF SCOPE OF THE WORK

Kamarajar Port Limited invites online bids from eligible and experienced manufacturers/suppliers for the design, manufacture, supply, installation, testing and commissioning of one (1) no. of battery operated unmanned floating trash collector boat, including associated docking/charging infrastructure, and comprehensive operation and maintenance for a period of five (5) years.

The system shall be capable of collecting floating plastic waste, marine litter, aquatic vegetation and other floating debris from the harbour waters of Kamarajar Port, with the objective of maintaining a litter-free marine environment, protecting marine organisms and enhancing the environmental and navigational safety of the harbour.

2.3 TENDER DOCUMENT

The tender document can be downloaded from the web site of Kamarajar Port www.ennoreport.gov.in or www.gem.gov.in.

2.3.1 The bidder is responsible to download Addendum/Amendments/Errata/repplies to the queries of the applicant etc., if any, issued by KPL, from

the website before submission of the tender document. Any shortfall in submission of the said Addendum/Amendments/Errata/replies to the queries on the tender document, etc., along with the downloaded documents while submitting the tender documents, the bid will not be considered. Incomplete tender documents may be rejected outright. Any changes/updates in the tender document will be displayed through the websites www.kamarajarport.in/www.gem.gov.in

2.3.2 The offers will be received only through GeM portal on or before **00.09.2026** at 1500 hrs.

2.3.3 The bids will not be entertained from Bidders who have on-going litigation against Kamarajar Port Limited. If such Bidders submit the bids, the same will not be considered.

2.3.4 The bidders are required to pay the Earnest Money Deposit (EMD) equivalent to 5% of the total estimated cost. The MSME/NSIC/Make In India bidders are exempted from payment of EMD, however, in lieu of Bid Security/EMD, Bid Security Declaration shall be furnished as per the format enclosed at **Annexure-6** of the tender document.

The copy of the same shall be enclosed with the tender document and the **bidder shall submit Bid Security Declaration form in the specified format as given in Annexure-6 in original before the due date and time as specified in the Tender.**

2.3.5 BID SUBMISSION

The completed tender in all documents shall be submitted **in Government e-market Place (GeM) portal web site www.gem.gov.in**. The tender documents submitted shall be opened online on the due date and time as mentioned in the Notice Inviting Tender [NIT] of this tender document in the presence of tender committee members.

2.3.6 KPL's RIGHT TO ACCEPT/REJECT TENDERS:

KPL reserves the right to accept a Bid other than the lowest and to accept or reject any Bid in whole or part, to annul the bidding process or to reject all Bids with or without notice or reasons. Such decisions by KPL shall bear no liability whatsoever consequent upon such decisions. Kamarajar Port reserves the right to reject any or all Form of Tender, without limiting the generality of the foregoing:

- (a) Any Form of Tender that is not accompanied by the EMD
- (b) Any Form of Tender which is incomplete, obscure or irregular;
- (c) Any Form of Tender containing any unauthorized alterations or samples required by these Conditions of Tender;
- (d) Any Form of Tender containing details which do not fully comply with the Conditions of Tender;

(e) Any Form of Tender received after the stipulated time stated in the Tender Notice.

2.3.7 COST FOR SUBMISSION OF BIDS

The costs associated with the preparation and submission of tender through GeM-procurement mode shall be borne by the bidders and KPL will in no case be responsible or liable for such costs.

2.3.8 TENDER DOCUMENTS

The tender procedures, contract terms and technical specifications are incorporated in the tender document. The bidders shall furnish all the relevant information required as per the tender document and any bid which is not responsive to the tender document in every aspect will result in rejection of tender.

2.3.9 PRE-BID MEETING

A pre-bid meeting will be held on the date as indicated in Notice Inviting Tender (NIT) at the **Port Administrative Office, Vallur Post, Chennai-600120**. The bidders who are willing to participate in the tender process may be provided an opportunity to visit the site and obtain clarifications if any. The bidders are advised to go through the various clauses of the tender document carefully and if there appears to be any ambiguity or discrepancy in the document or any clarification needed on the tender document shall send their queries through GeM portal or by email between **01.09.2026 to 08.09.2026** addressed to the General Manager (Marine Services) at email ID gm-ms@kplmail.in with a copy to kkannan@kplmail.in. To the extent possible, the bidders are requested to submit their queries well in advance in order to answer during the pre-bid meeting. The pre bid meeting may be conducted in offline/virtual mode. The date, time and link for attending the pre-bid meeting will be intimated in the GeM procurement portal.

2.3.10 CORRESPONDENCE

All the correspondence in connection with this Tender shall be addressed to the General Manager (MS) at

General Manager (Marine Services),
Kamarajar Port Limited,
Vallur Post, Chennai - 600120,
Tamil Nadu. E-mail: gm-ms@kplmail.in

2.3.11 CHANGE/EXTENSION IN SUBMISSSION DATE

The Port at its discretion may if required extend the last date for submission of tenders in order to give a reasonable time to the bidders to take the amendments into account for preparing their tenders and the same will be intimated through the website www.gem.gov.in

2.3.12 LANGUAGE

The tender and all the correspondences and supporting documents shall be in English language.

2.3.13 THE TENDER PROPOSAL SHALL BE SUBMITTED IN TWO PARTS

Tender document can be submitted online only in the designated e-Tender website www.gem.gov.in on or before the due date, as below:

- (a) **Technical proposal:** The bidders shall furnish all the relevant technical details along with the terms and conditions mentioned in the tender documents.
- (b) **Price Proposal (BOQ):** The price proposal shall be as per the Price Bid/Bill of Quantities (BOQ) and the same should be indicated separately. The format for the price proposal which need to be uploaded in the GeM Portal under *financial document head* is indicated at **SECTION 7** of the tender document. The bidder is requested to furnish the price breakup in the financial proposal.

2.3.14 RESPONSIVE TENDER

The bidders are advised to submit all the documents relevant to the tender clauses to consider the bids as responsive.

1. Application or Covering letter from the bidder.
2. Copy of the Demand Draft/Bank Guarantee/Pay Order towards EMD. However, the bidders are required to submit the original EMD to this office before the due date and time as specified in the Tender.
3. In case of MSME/NSIC bidders, duly signed photocopy of the Bid Security Declaration Form as given in Annexure-6 shall be enclosed with the tender document and the original to be submitted to this office before the due date and time as specified in the Tender.
4. Form of particulars (Please refer Annexure 1).
5. Details of previous experiences of the firm to meet the pre-qualification criteria along with supporting documents (please refer Annexure 4).
6. Audited Annual financial statements (Balance Sheet and P&L Statement) of the firm/Company certified by Chartered Accountant for the last three years to meet the Pre-Qualification Criteria (Section 3).
7. Documents to prove the PAN No, GST registration No, PF & ESI details of the firm.
8. Tender document downloaded from website, duly filled in with relevant details and signed on each page (EXCEPT PRICE BID) submission.
9. Photocopy of the Integrity Pact to be submitted online as required under clause 2.3.17. Further, the original Integrity Pact shall be submitted along with Bid Security Declaration. The bids without enclosing Integrity pact may lead to disqualification.

2.3.15 NON-RESPONSIVE TENDER

The bidders without accompanying the above documents may be considered as non-responsive. Hence the bidders are requested to submit all the documents as mentioned in the tender document along with their bids.

2.3.16 EARNEST MONEY DEPOSIT (EMD):

The bidders are required to pay Earnest Money Deposit (EMD) equivalent to 5% of the total estimated cost which works out to the tune of Rs.14,07,875/- (Rupees Fourteen Lakhs Seven Thousand Eight Hundred and Seventy Five only). The account details for the payment of EMD is as follows:

Name of the Account Holder	Kamarajar Port Ltd.,
Name of the Bank & Account No.	Axis Bank-T.Nagar Branch. A/c No. 909020041752519
IFSC Code	UTIB0000014

The proof of the payment shall be enclosed with the bid documents and also to be submitted in hard copy to the address mentioned at Clause 2.3.10 of this bid document along with the other documents, wherever specified.

The MSE/MSME/NSIC/Startups/Make in India bidders are exempted from payment of EMD, however, in lieu of Bid Security/EMD, Bid Security Declaration shall be furnished as per the format enclosed at **Annexure-6** of the tender document.

The copy of the same shall be enclosed with the tender document and the **bidder shall submit Bid Security Declaration form in the specified format as given in Annexure-6 in original before the due date and time as specified in the Tender.**

2.3.17 INTEGRITY PACT

The bidders participating in the tender process shall have to submit a copy of the 'Integrity Pact' as per the format annexed at **ANNEXURE-7** of this tender document. **The original copy of the same shall be submitted to the address specified in the tender document in person (or) through post/courier before opening of the technical bids.**

2.3.18 VALIDITY OF THE TENDER

The bidders shall hold the offer valid for a period of 120 days from the date of opening of the techno-commercial bid of the tender. However, on mutual consent, the validity of the tender can be extended.

2.3.19 OPENING OF TENDERS

The technical bid shall be opened online on the date and time mentioned in the Notice Inviting Tender of this tender document or any other date as indicated in e-procurement portal during the course of tender process.

2.3.20 EVALUATION OF PRICE BIDS

The **Price Proposal (BOQ)** of the technically qualified bidders will be opened at a later date. The date and time of opening the price bids will be informed in the e-procurement portal in advance to the bidders whose technical proposals have been found acceptable/responsive.

The total rates quoted against BoQ items, excluding the GST component will be considered for finalizing the Lowest (L1).

2.3.21 AWARD OF CONTRACT

KPL will ascertain itself whether the bidders can execute the contract satisfactorily as per the technical standards set by KPL.

The contract will be awarded to the successfully qualified (L-1) bidder. However, the employer does not bind himself to accept the lowest or any other tender and has the right to reject any or all the tenders without assigning any reasons. No representation whatsoever will be entertained on this account.

2.3.22 On any clarifications sought from the bidders on any related matters, the reply shall be in writing.

2.3.23 Kamarajar Port Limited at its sole discretion shall reject any tender which is non-responsive or the offer is found to be technically not qualified.

2.3.24 Kamarajar Port Limited reserves the right to accept or reject any or all of the tenders and to annul the tender process, at any time without any liability for such action. Kamarajar Port Limited may cancel or withdraw this tender at its discretion. Kamarajar Port Limited at its discretion reserves the right to modify the timelines for accepting/opening the tenders.

2.3.25 Failure of the successful bidders to comply with the requirements as per the tender shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD amount and/or as declared in the Bid Security Declaration form.

2.3.26 *The price bid (BOQ) to be uploaded as per the format given in BOQ. The quoted price will be firm for full contract period without any escalation.*

2.3.27 The prices quoted shall be inclusive of all charges and taxes. Any increase or decrease or introduction of any other taxes during the currency of the contract will be on KPL's account except GST which will be reimbursed by KPL on production of GST remittance challan.

2.3.28 The Bidders shall take into account all costs without limitations and include transport, overtime, labour, profit, taxes, liabilities and obligations, insurance for men and equipments, third party liability insurance and any other expenses for smooth conduct of this Contract.

2.3.29 Should the successful Bidders fail to furnish security or refuse to execute the work in accordance with the accepted tender, Bid Security will be forfeited and Kamarajar Port Limited may thereon award the contract to other bidders.

2.3.30 In the event of the Tender being submitted by a firm, it must be signed by competent and authorized person or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of Attorney,

authorizing him to do so. Such power of attorney is to be produced with the tender.

2.3.31 Any tender received with conditional offers is liable for rejection.

2.4 Port entry: The work is required to be carried out at Kamarajar Port and as such all requirements in connection with such working areas are to be strictly complied with. The required Port entry permit for men & material has to be arranged and borne by the Contractor.

2.5 Any bidders found to be banned or blacklisted by Ministry of Shipping or any of the Major Ports, is not eligible to participate in the tender.

2.6 For any queries with regard to online tendering procedure the bidders are asked to contact by sending email at gm-ms@kplmail.in/ kkannan@kplmail.in in advance.

अनुभाग/SECTION 3

पूर्व योग्यता मानदंड/PRE-QUALIFICATION CRITERIA

A. PREVIOUS WORK EXPERIENCE

The bidder should have satisfactorily completed the contracts involving similar works of values listed below during the last 7 years ending last day of the month previous to the one in which tenders are invited.

- (a) **3 (three)** similar works each costing not less than an amount equal to **40%** of the total estimated cost **(Rs.2,81,57,500/-)** i.e., **Rs.1,12,63,000/-** (Rupees One Crore Twelve Lakhs Sixty-Three Thousand only) (Excluding GST).

(OR)

- (b) **2 (two)** similar works each costing not less than an amount equal to **50%** of the total estimated cost **(Rs.2,81,57,500/-)** i.e., Rs. **1,40,78,750/-** (Rupees One Crore Forty Lakhs Seventy-Eight Thousand Seven Hundred and Fifty only) (Excluding GST).

(OR)

- (c) **1 (one)** similar work costing not less than an amount equal to **80%** of the total estimated cost **(Rs. 2,81,57,500/-)** i.e., **Rs.2,25,26,000/-** (Rupees Two Crore Twenty-Five Lakhs Twenty-Six Thousand only) (Excluding GST).

DEFINITION OF SIMILAR WORK

“Similar work” shall mean experience in the design, manufacture, supply, and commissioning of Unmanned/Remotely Operated Electric Floating Trash Collectors (or) Unmanned Waste Collection Boats, (or) Unmanned small floating crafts successfully deployed and operated in saltwater/marine environments.

The value of the similar works completed by the bidder will be brought to current cost level by enhancing the actual value of the work upon completion by using the following enhancement factors. For this purpose, the completed year's work value will be considered for the enhancement.

Year before	Enhancement multiplication factor
Current year [FY 2026-27]	1.0
One year [FY 2025-26]	1.07
Two years [FY 2024-25]	1.14

Three years [FY 2023-24]	1.21
Four years [FY 2022-23]	1.28
Five years [FY 2021-22]	1.35
Six years [FY 2020-21]	1.42

B. FINANCIAL TURNOVER

Average annual financial turnover of the bidder's firm during the **last 3 years** 2023-24, 2024-25 & 2025-26 ended 31.03.2026 shall be at least **30%** of the total estimated cost for three years (Rs.2,81,57,500/-) i.e., Rs.84,47,250/- (Rupees Eighty-Four Lakhs Forty Seven Thousand Two Hundred and Fifty only). Bidders shall submit copies of the audited profit/loss statement and balance sheets for the last three years ended 31.03.2026.

C. EXEMPTION OF TURNOVER CRITERIA FOR MSME/NSIC/STARTUP INDIA/MAKE IN INDIA BIDDERS:

In alignment with the Government of India Public Procurement Policies, bidders registered under MSE/MSME/NSIC/Startups/Make in India shall be exempted from the stipulated average annual financial turnover criteria. However, no relaxation/exemption shall be extended in respect of the stipulated work experience/technical experience criteria. The bidder shall submit valid documentary proof of its MSME/NSIC registration/Udyam Registration or applicable Make in India status, as relevant, for availing the exemption.

D. ONGOING WORKS/CONTRACTS:

In case of ongoing contracts, the Work Completion Certificate/Completion Certificate for the portion of work successfully completed up to the date of publication of the tender may be considered for meeting the above requirement, subject to certification by the competent authority/client.

Note:

1. The bidders should submit a list of orders executed (completed works) during the last 7 years as per the format given in **ANNEXURE-4**.
2. The Bidder shall submit with its technical proposal, the documentary evidence viz., work order, amendment work orders (if any), work completion certificate(s), regarding fulfillment of all the above criteria.
3. The bidders should submit financial data of the firm as per the format given in **ANNEXURE-3**.

अनुभाग/SECTION 4.0

अनुबंध की सामान्य शर्तें / GENERAL CONDITIONS OF THE CONTRACT

4.1 The Bids will be received by the General Manager (Marine Services), Kamarajar Port Limited in open tender system through GeM procurement portal as per the particulars given in the Tender Schedule in Technical and Financial bids.

Only those Bidders who are reputed Manufacturers or their Authorized Dealers/Distributors/Service Providers in the line and are in a position to complete the supplies within the timeline specified, should quote.

4.2 Rates should be quoted in figures and words clearly inclusive of all DUTIES, DISCOUNTS, if any etc., ON SITE WARRANTY as mentioned in the tender.

4.3 The Government Sponsored Institutions and registered MSME/NSIC are exempted from payment of Earnest Money Deposit provided they produce a Certificate from the concerned authorities to that effect, duly mentioning the product for which they have quoted. However, in case of seeking exemption from payment of EMD, the MSME/NSIC/Government Sponsored Institutions will have to produce a 'Bid Security Declaration' as per the format annexed at **ANNEXURE-6** of this bid document.

4.4 SITE & CLIMATE CONDITION

- a) The Contractor shall study the existing site conditions, referring to the Bidding Documents carefully in order to familiarize themselves with the works. The Contractor should ascertain all particulars of the location and site conditions at their own expense.
- b) Precaution and protection against specific climate conditions in India and marine environment such as heavy rain, high temperature, high humidity, gales, excessive sunshine, corrosion effect, flooding or any other climate conditions which could cause damage upon the Equipment or otherwise interfere with the execution of the works shall be taken into account.

4.5 WAVE AND WATER CONDITIONS

The Floating Trash Collector shall be suitable for operation in the harbour waters of KPL, considering the prevailing wave, current and water-level conditions.

KPL's Ennore/Chennai coastal area have significant wave heights, periods and directions. The available reference data indicate significant wave heights of approximately 0.9 m to 1.6 m, with wave directions varying seasonally. However, the Contractor is advised to undertake their own design assessment and shall ensure that the equipment has adequate:

- Freeboard;
- Stability;
- Buoyancy;
- Structural strength;
- Propulsion capability;
- Maneuverability;
- Collection efficiency; and
- Safe operating limits.

4.6. TIDAL AND CURRENT CONDITIONS

- a) The Floating Trash Collector shall be designed to operate safely under the tidal currents and local water movements prevailing within the harbour.
- b) The propulsion and steering systems shall have sufficient capability to maintain controlled movement and maneuverability during normal harbour operating conditions.
- c) The Contractor shall specify the maximum permissible current velocity for safe operation.

4.7 MARINE WATER AND SALINITY

- a) The equipment shall be designed for operation in saline/brackish harbour water and shall be resistant to corrosion and deterioration arising from prolonged contact with marine water.
- b) All underwater/exposed components shall therefore be of suitable marine-grade/corrosion-resistant construction.

4.8 SPECIFICATION OF EQUIPMENT

The performance, materials, duty, workmanship, operating conditions and design conditions for the equipment shall meet and comply with the specifications.

4.9 CODE AND STANDARD

The Unmanned Floating Trash Collector, including its hull, structure, propulsion system, electric power system, battery system, solar photovoltaic system, charging system, navigation and communication equipment, control system, collection mechanism, and associated accessories, shall be designed, manufactured, tested, supplied, installed and commissioned in accordance with the latest applicable editions of the Codes, Standards, Rules and Regulations, including amendments issued up to the date of tender.

4.10 APPLICABLE PROVISIONS

The Floating Trash Collector shall comply with all applicable provisions of:

- a) Applicable Inland Vessels (Safe Navigation, Communication & Signal) Rules, as amended from time to time.
- b) Applicable provisions relating to battery-powered vessels, where applicable.
- c) Applicable provisions relating to autonomous or semi-autonomous vessels, if autonomous or remote-assisted operation is provided.

4.11 CLASSIFICATION/VESSEL CERTIFICATION

- a) The Floating Trash Collector shall, wherever required by the competent maritime authority, be designed, constructed, surveyed and certified by an authority/organization acceptable to the Government of India/KPL.
- b) Where classification is applicable, the vessel shall be designed and constructed in accordance with the applicable rules of an Indian Register of Shipping (IRS) or another recognized classification society acceptable to KPL.
- c) The contractor shall obtain all statutory certificates, registration, survey certificates and permissions required for lawful operation of the equipment within KPL harbor waters.
- d) The cost of obtaining such certificates and approvals shall be deemed to be included in the quoted price.

4.12 PERFORMANCE GUARANTEE

- 1) The successful bidder shall obtain and provide to the Employer, an amount equal to 10% of the total contract value of the work as performance guarantee in one of the following forms.
 - a) Deposit at call receipt/Banker's cheque/Demand Draft/Pay order of a Nationalized Bank.
 - (or)
 - b) An irrevocable Bank Guarantee of any nationalized bank in the prescribed form given at **Annexure-5** of the tender document.
- 2) The above performance guarantee shall be submitted by the contractor within 15 days of issue of work order/Letter of award for a sum equivalent to 10% of the total contract value. The Performance Guarantee submitted shall be valid for the total contract period, installation and commissioning period plus claim period of three months i.e., 5 years and 9 months.
- 3) The Performance Guarantee shall be as per the format annexed to the tender (Annexure-5) and as approved by the Employer. The cost

of complying with the requirements of this clause shall be borne by the Contractor.

- 4) The above Bank Guarantee submitted to KPL will not be released till completion of the contract. The performance bank guarantee shall be renewed periodically from time to time at least one month before expiry.
- 5) The performance security shall remain in force until the satisfactory completion of the contract and will be discharged thereafter. The obtaining of such guarantee (and the cost of guarantee) shall be at the expense of the Bidder(s).
- 6) The contract shall provide the performance security considering the said claim period of 90days i.e., the performance security to be provided by the contractor shall be valid for a period five years and 9 months.
- 7) If the performance of the Contractor is found to be unsatisfactory or in case of breach of any of the tender conditions, KPL reserves the right to en-cash the above performance security (bank guarantee) at any time during the contract period.

4.13 WARRANTY & COMPREHENSIVE O&M

- a) The Contractor shall be responsible for comprehensive Operation and Maintenance (O&M) of the Unmanned Floating Trash Collector for the entire contract period of five (05) years from the date of successful commissioning and taking-over of the equipment by Kamarajar Port Limited (KPL), irrespective of the warranty period specified for the equipment or any of its individual components.
- b) The comprehensive O&M shall cover the entire Floating Trash Collector and all associated systems, equipment, components and accessories supplied under the Contract throughout the complete five-year O&M period.
- c) The O&M obligation shall include, but not be limited to, all spare parts, consumables, lubricants, batteries/components covered under the O&M, labour, manpower, transportation, tools, tackles, testing equipment, service engineer charges, technical support, preventive maintenance, breakdown maintenance, repairs, replacement of defective/worn-out components, software/firmware support and all other services necessary to keep the equipment in safe, reliable and satisfactory operating condition, without any additional cost to KPL.
- d) The expiry of the warranty period of twenty-four (24) months shall not in any manner limit, reduce or extinguish the Contractor's obligations under the comprehensive O&M contract. The Contractor shall continue to provide all spares, consumables, labour, repairs,

replacements and services required for satisfactory operation of the equipment for the remaining O&M period, i.e. from the 25th month up to completion of the fifth year, without any additional cost to KPL other than the O&M charges quoted in the financial bid.

- e) Any component, subsystem or equipment that fails, becomes defective or reaches the end of its serviceable life during the five-year O&M period shall be repaired or replaced by the Contractor at no additional cost to KPL, irrespective of whether such failure occurs during or after the warranty period.
- f) The Contractor shall not be entitled to claim any additional payment from KPL on the ground that the warranty period of the equipment or any individual component has expired.
- g) The comprehensive O&M charges quoted by the bidder shall therefore be deemed to include all costs associated with maintaining the Floating Trash Collector in continuous and satisfactory operational condition for the entire five-year O&M period, irrespective of the duration of the manufacturer's/component warranty.

4.14 INSURANCE

The Contractor shall, at its own cost, maintain comprehensive insurance coverage for the Floating Trash Collector throughout the Contract and O&M period, including risks arising from its remote operation, transportation, deployment, operation and maintenance. The insurance shall cover, as applicable, damage to/loss of the equipment, collision, grounding, drifting, salvage/recovery, third-party liability and damage to KPL property/infrastructure. The Contractor shall submit valid insurance policies/certificates to KPL before deployment and maintain the coverage continuously throughout the Contract period. Any loss, damage, liability or claim not covered due to inadequate or lapsed insurance shall be borne entirely by the Contractor.

4.15 DAMAGE TO KPL's PROPERTY

Any damage caused to KPL's vessels, berths, jetties, fenders, buoys, pipelines, cables or other Port property due to the Contractor's negligence, faulty equipment or improper operation, shall be repaired/replaced by the Contractor at its own cost.

4.16 CONFIDENTIALITY AND DATA

The Contractor shall maintain confidentiality of KPL's operational information, drawings, data and other information obtained during execution of the Contract. Operational data generated by the equipment shall be made available to KPL.

4.17 INDEMNITY

The Contractor shall indemnify and hold KPL harmless against claims, losses, damages, penalties and liabilities arising from bodily injury, property

damage, statutory non-compliance or negligence attributable to the Contractor, its personnel, agents or subcontractors.

4.18 NO ADDITIONAL CLAIM

The Contractor's quoted price shall be deemed to include all costs necessary for complete execution of the scope. No additional payment shall be admissible for items reasonably required for satisfactory completion, commissioning, operation and maintenance of the system but not specifically listed in the BOQ.

4.19 HANDOVER ON COMPLETION/TERMINATION

Upon expiry or termination of the Contract, the Contractor shall hand over the equipment, records, manuals, software/configuration information and other items specified by KPL in satisfactory operating condition, subject to the Contract provisions.

4.20 FORCE MAJEURE

Neither party shall be liable for failure to perform its obligations to the extent such failure is directly attributable to events beyond its reasonable control, subject to the Force Majeure provisions of the Contract. The affected party shall promptly notify the other party.

4.21 RETURN OF PERFORMANCE SECURITY

The performance security will be discharged by KPL and returned to the Contractor not later than ninety (90) days after completion of the contract period including warranty and O&M obligations.

अनुभाग/SECTION 5.0

अनुबंध की विशेष शर्तें/SPECIAL CONDITIONS OF THE CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract, the corresponding clause number of the GCC is indicated in parentheses, if applicable

5.1 WORK SCHEDULE FOR DEPLOYMENT OF TRASH COLLECTOR

The Contractor shall complete the design, manufacture, supply, delivery, installation, commissioning, testing, deployment and operational readiness of the Unmanned Floating Trash Collector, including the remote-control system, solar charging system, communication/telemetry system and all associated infrastructure, within a maximum period of six (06) months from the date of issue of the Letter of Award (LoA) by Kamarajar Port Limited (KPL).

The six months period shall be treated as the stipulated completion period, and no extension shall ordinarily be granted except for reasons beyond the reasonable control of the Contractor and subject to the provisions of the Contract.

5.2 DETAILED WORK PROGRAMME

Within fifteen (15) days from the date of LoA, the successful bidder shall submit a detailed bar-chart/work programme covering all activities required for completion of the work within six months.

The programme shall include, as a minimum:

- Design and engineering;
- Submission and approval of drawings;
- Procurement;
- Manufacturing/fabrication;
- Assembly;
- Integration of propulsion system;
- Battery and BMS installation;
- Solar PV and charging system;
- Remote-control system;
- GPS/GNSS and telemetry;
- Communication system;
- Navigation and safety equipment;
- Collection mechanism;
- Factory testing and trials;
- Transportation;
- Launching/deployment;
- Harbour trials;
- Remote-operation trials;
- Performance testing;
- Training;
- Final commissioning;

5.3 FACTORY TESTING, INSPECTION AND THIRD-PARTY CERTIFICATION

- a) The Contractor shall arrange and bear the entire cost of all factory testing, inspection, testing by third-party agencies, certification, witnessing and associated activities required under the Contract.
- b) The Contractor shall arrange, at its own cost, for the visit of the Third-Party Inspection/Certification Agency and Kamarajar Port Limited (KPL) representatives to the manufacturer's/OEM's works or any other testing facility, wherever required, for witnessing factory acceptance tests, inspection, performance testing and certification of the Floating Trash Collector and its major systems/components.
- c) The Contractor shall be responsible for making all necessary travel, local transportation, boarding, lodging and other logistical arrangements for the representatives of the Third-Party Inspection/Certification Agency and KPL nominated representatives for such factory inspection/testing visits.
- d) All such costs shall be borne entirely by the Contractor and shall be deemed to be included in the quoted Contract price. No separate or additional payment shall be admissible from KPL on this account.

5.4 DELIVERY AND DEPLOYMENT

The Contractor shall arrange transportation and delivery of the complete Floating Trash Collector and all associated equipment to the designated location at KPL.

The Contractor shall be responsible for:

- Transportation;
- Loading/unloading;
- Launching;
- Deployment;
- Installation;
- Integration;
- Commissioning;
- Removal of packing materials and debris.

All such costs shall be included in the quoted Contract price.

5.5 HARBOUR TRIALS AND REMOTE OPERATION TRIALS

After deployment, the Contractor shall conduct comprehensive harbour trials for demonstrating the satisfactory performance of the equipment.

The trials shall include:

- Remote propulsion control;
- Forward/reverse operation;
- Steering;
- Speed control;
- Remote-control range;
- GPS accuracy;

- Communication link;
- Loss-of-communication fail-safe mode;
- Emergency stop;
- Controlled stopping;
- Battery operation;
- Solar charging;
- Shore charging;
- Collection mechanism;
- Conveyor operation;
- Waste loading and unloading;
- Navigation lights;
- Collision/obstacle warning systems;
- Alarm systems.

The Contractor shall demonstrate that the equipment can be safely operated remotely within the designated harbour operating area.

5.6 NO COMPROMISE ON QUALITY

The Contractor shall not accelerate the work by compromising:

- Structural integrity;
- Electrical safety;
- Battery safety;
- Solar charging system
- Remote-control reliability;
- Navigation safety;
- Environmental performance;
- Statutory compliance;
- Testing requirements.

Any equipment supplied under the Contract shall conform to the approved technical specifications irrespective of the requirement to meet the six-months completion period.

5.7 PERFORMANCE DEMONSTRATION

The Contractor shall demonstrate the required performance parameters specified in the Technical Specifications, including the ability to collect and retain floating:

- Plastics;
- Marine litter;
- Driftwood;
- Aquatic vegetation;
- Floating debris.

The performance demonstration shall be conducted under actual or suitably simulated harbour operating conditions, as determined by KPL.

5.8 COMMISSIONING AND TAKING-OVER

The Floating Trash Collector shall be considered successfully commissioned only after:

- a) Completion of installation and deployment;
- b) Successful completion of harbour trials;
- c) Successful demonstration of remote operation;
- d) Successful demonstration of communication and fail-safe systems;
- e) Successful demonstration of waste collection;
- f) Completion of safety checks;
- g) Submission of required statutory/inspection certificates;
- h) Submission of O&M manuals;
- i) Training of KPL's nominated personnel;
- j) Satisfactory performance for the prescribed trial period; and
- k) Acceptance by KPL's authorized representative.

The date of successful commissioning and taking-over shall be treated as the commencement date for the warranty and five-year comprehensive O&M period.

5.9 TRIAL OPERATION

Following deployment, the Contractor shall operate the equipment on a trial basis for a minimum period of **seven (07) consecutive days**, or such other period as may be specified by KPL, to demonstrate stable operation.

Any defects observed during the trial period shall be rectified by the Contractor without additional cost to KPL.

5.10 DELAY IN COMPLETION

- a) Time is an essential condition of the Contract.
- b) If the Contractor fails to complete deployment and commissioning within the stipulated period of six months from the date of LoA, the Contractor shall be liable for **Liquidated Damages (LD)** as specified in the Contract, subject to the maximum limit prescribed therein.
- c) The imposition of LD shall not relieve the Contractor from completing the work.

5.11 EXTENSION OF TIME

Extension of the six-months completion period may be considered only in exceptional circumstances and where the delay is attributable to:

- Force majeure;
- Delay caused solely by KPL;
- Statutory restrictions beyond the Contractor's control;
- Any other reason specifically accepted by KPL in writing.

The Contractor shall submit a written request for extension, along with supporting documents, **before expiry of the stipulated completion period**.

5.12 CONSUMABLES AND SPARE PARTS

- a) The Contractor shall provide the consumables and spare parts as per requirement of Operation and Maintenance of Floating Trash

Collector.

- b) Articles supplied shall be as per the approved specifications, or else, such Articles shall be rejected and will be asked for replacement at the risk and cost of the Bidder.

5.13 AFTER SALES SERVICES

- a) The Contractor shall guarantee the availability of all consumables, spares parts, maintenance and repair work for each Equipment at cost basis for atleast five (5) years after the O&M period, unless otherwise specified in the Specifications.
- b) Bidder should submit certificates from the manufacturers in support of available service centers and availability of spares parts and consumable in India.

5.14 INTERNATIONAL MARITIME CONVENTIONS

Where applicable to the equipment and its mode of operation, the following IMO conventions and codes shall be complied with:

a) MARPOL 73/78

- (i) The equipment shall comply with applicable provisions of MARPOL 73/78, particularly requirements relating to prevention of pollution by garbage.
- (ii) MARPOL Annex V regulates prevention of pollution by garbage from ships and includes plastics and other operational waste.
- (iii) The Floating Trash Collector shall therefore be designed such that:
- No collected floating litter is intentionally discharged back into the harbour waters.
 - Collected plastics and other waste are retained onboard.
 - Collected waste is transferred safely to designated shore-side facilities.
 - No oil, battery electrolyte or other pollutant is discharged into harbour waters.
 - Any waste generated during operation and maintenance is appropriately collected and disposed of.

b) IMO Guidelines for Implementation of MARPOL Annex V

The latest applicable IMO guidelines for implementation of MARPOL Annex V shall be followed for handling and disposal of collected waste, to the extent applicable to the equipment and operation.

5.15 COLLISION AVOIDANCE AND NAVIGATION

Whenever the Floating Trash Collector operates in navigable harbour waters, the equipment shall comply with applicable provisions.

The navigation lights, sound signals, shapes, navigation arrangements and

collision-avoidance provisions shall be appropriate to the size, configuration and operational status of the Floating Trash Collector.

The contractor shall coordinate with KPL's Marine/Signal station/Harbour Master authorities regarding:

- Permitted operating areas;
- Navigational restrictions;
- Vessel traffic;
- Restricted zones;
- Navigation lights;
- Communication requirements;
- Emergency procedures.

5.16 CORROSION PROTECTION

All metallic components exposed to seawater, salt spray or marine atmosphere shall be adequately protected against corrosion.

The corrosion protection system shall include, as applicable:

- Marine-grade materials;
- Suitable surface preparation;
- Marine-grade protective coating;
- Cathodic protection where required;
- Isolation of dissimilar metals;
- Suitable fasteners.

Particular attention shall be paid to galvanic corrosion between aluminium, stainless steel, copper and other dissimilar metals.

5.17 SOLAR CHARGING SYSTEM

The solar charging system shall include:

- MPPT charge controller;
- Appropriate DC/DC converters;
- Battery charger;
- Over-voltage protection;
- Over-current protection;
- Reverse-polarity protection;
- Surge protection;
- Earthing/grounding arrangements wherever applicable.

5.18 GPS, TELEMETRY AND DIGITAL SYSTEMS

The GPS and telemetry system shall provide:

- Real-time location;
- Route history;
- Geo-fencing;
- Operating hours;
- Battery SoC
- Battery health;
- Solar generation;
- Equipment alarms;

- Breakdown alerts;
- Collection activity records.

The communication system shall support secure data transmission through suitable cellular/IoT communication.

5.19 AI-BASED CAMERA SYSTEM

The AI-based litter detection system shall comply with applicable IEC/ISO requirements for electronic equipment and shall be designed for marine environmental conditions.

The system shall provide:

- Minimum 1080p camera resolution;
- Day light operation;
- Recording;
- Time and GPS tagging;
- Remote access.

AI functionality shall be considered an assistive monitoring function and shall not replace the human operator's responsibility for safe navigation and operation.

5.20 ENVIRONMENTAL REQUIREMENTS

The Floating Trash Collector shall be designed for zero direct fuel combustion during normal operation.

The system shall:

- Operate using battery/electric propulsion;
- Use solar energy for supplementary charging;
- Prevent leakage of oil/electrolyte;
- Prevent discharge of collected litter;
- Minimize underwater noise and disturbance;
- Avoid damage to marine fauna to the extent reasonably practicable.

5.21 WARRANTY & COMPREHENSIVE O&M

- a) The Contractor shall be responsible for comprehensive Operation and Maintenance (O&M) of the Unmanned Floating Trash Collector for the entire contract period of five (05) years from the date of successful commissioning and taking-over of the equipment by Kamarajar Port Limited (KPL), irrespective of the warranty period specified for the equipment or any of its individual components.
- b) The comprehensive O&M shall cover the entire Floating Trash Collector and all associated systems, equipment, components and accessories supplied under the Contract throughout the complete five-year O&M period.
- c) The O&M obligation shall include, but not be limited to, all spare parts, consumables, lubricants, batteries/components covered under the O&M, labour, manpower, transportation, tools, tackles, testing

equipment, service engineer charges, technical support, preventive maintenance, breakdown maintenance, repairs, replacement of defective/worn-out components, software/ firmware support and all other services necessary to keep the equipment in safe, reliable and satisfactory operating condition, without any additional cost to KPL.

- d) The expiry of the warranty period of twenty-four (24) months shall not in any manner limit, reduce or extinguish the Contractor's obligations under the comprehensive O&M contract. The Contractor shall continue to provide all spares, consumables, labour, repairs, replacements and services required for satisfactory operation of the equipment for the remaining O&M period, i.e. from the 25th month up to completion of the fifth year, without any additional cost to KPL other than the O&M charges quoted in the financial bid.
- e) Any component, subsystem or equipment that fails, becomes defective or reaches the end of its serviceable life during the five-year O&M period shall be repaired or replaced by the Contractor at no additional cost to KPL, irrespective of whether such failure occurs during or after the warranty period.
- f) The Contractor shall not be entitled to claim any additional payment from KPL on the ground that the warranty period of the equipment or any individual component has expired.
- g) The comprehensive O&M charges quoted by the bidder shall therefore be deemed to include all costs associated with maintaining the Floating Trash Collector in continuous and satisfactory operational condition for the entire five-year O&M period, irrespective of the duration of the manufacturer's/component warranty.

5.22 PAYMENT TERMS

The payment towards the “Design, Manufacture, Supply, Deployment, Operation & Maintenance of Battery Operated Unmanned Floating Trash Collector with Solar Powered Station” and associated systems shall be released in the following manner’:

- (1) An advance payment equivalent to **10%** of the quoted amount towards Design, Manufacture, Supply, Installation, Testing, Commissioning and Deployment of the Floating Trash Collector shall be released to the Contractor after:
 - a) Signing of the Contract Agreement;
 - b) Submission of an unconditional and irrevocable Bank Guarantee for an amount equivalent to 10% of the said component of the Contract Price, from a Scheduled Commercial/Nationalized Bank acceptable to KPL;
 - c) Submission of the approved detailed work programme;

- d) Submission of approved design/drawings and technical documents as required under the Contract; and
- e) Fulfilment of all other contractual conditions precedent to payment.

(2) The balance **90%** shall be released upon:

- a) Successful delivery, deployment, installation, integration, testing and commissioning of the Floating Trash Collector and all associated systems, including remote-control, communication, GPS/GNSS, telemetry, fail-safe, battery, solar and charging systems, along with successful harbour trials and performance demonstration.
- b) Submission and acceptance by KPL of all required test reports, third-party inspection/certification and statutory certificates, wherever applicable, operation & maintenance manuals, drawings and technical documentation, completion of required training, and successful commissioning and taking-over of the equipment by KPL.

No part of the balance 90% shall become due merely to dispatch or delivery of the equipment.

(3) The rate quoted against Operation & Maintenance contract will be paid upon successful completion of each month as mentioned in the bill of quantities for Operation & Maintenance contract.

5.23 PENALTY CLAUSE

5.23.1 DELAY IN COMPLETION AND DEPLOYMENT

- a) The complete Floating Trash Collector, including design, manufacture, supply, installation, deployment, testing, commissioning, remote-control system, solar/charging infrastructure and associated systems, shall be completed within six (06) months from the date of issue of Letter of Award (LoA).
- b) In case of delay attributable to the Contractor beyond the stipulated completion period, Liquidated Damages (LD) shall be levied at the rate of 0.5% of the Capital/Deployment component of the Contract Price for each completed week or part thereof of delay, subject to a maximum of 10% of the Capital/Deployment component of the Contract Price.

5.23.2 EQUIPMENT AVAILABILITY DURING O&M

- a) The Contractor shall maintain a minimum 90% equipment availability during each calendar month throughout the five-year O&M period.
- b) Equipment availability shall be calculated as:

$$\text{Equipment Availability (\%)} = \frac{[(\text{Scheduled Operating Hours} - \text{Contractor-attributable Downtime}) / \text{Scheduled Operating Hours}] \times 100}{1}$$

The following shall not be considered Contractor-attributable downtime:

- Force majeure;
- Port closure;
- Operation prohibited by KPL;
- Cyclonic/severe weather conditions;
- Harbour restrictions imposed by competent authorities;
- Planned preventive maintenance approved by KPL.

c) Penalty for non-availability during O&M period shall be as follows:

Monthly equipment availability	Deduction from Monthly O&M Charges
90% and above	Nil
≥75% and <90%	3%
≥60% and <75%	5%
<60%	10%

5.23.3 ENVIRONMENTAL/WASTE HANDLING DEFAULT

The Contractor shall ensure that collected waste is safely transferred to the designated shore-side location and is not discharged back into the harbour.

In case of negligent release, spillage or re-discharge of collected waste attributable to the Contractor, the Contractor shall:

- Immediately recover the released waste;
- Clean the affected area;
- Bear all associated costs; and
- Pay a penalty of **Rs.2,000/- per incident**, without prejudice to any additional liability arising from environmental damage or statutory action.

5.24 FORCE MAJEURE

Neither KPL nor the Contractor shall be liable for delay or failure in performance caused by events beyond their reasonable control, including natural calamities, cyclone, severe storm, flood, earthquake, tsunami, war, riots, civil disturbances, epidemics/pandemics, acts of Government/competent authorities or other events of similar nature. Normal seasonal variations in weather, wind, wave, tide or harbour conditions shall not constitute Force Majeure. The affected party shall promptly notify the other party in writing and take all reasonable measures to mitigate the impact and resume performance at the earliest. Where applicable, the Contractor shall ensure safe shutdown, securing/recovery of the Floating Trash Collector during such events. The time for performance may be extended by KPL to the extent the delay is directly attributable to the Force Majeure event.

5.25 RECONCILIATION

Any dispute, difference or claim arising out of or in connection with the Contract shall, in the first instance, be referred to the Engineer-in-Charge/Authorized Representative of KPL and the Contractor for amicable settlement through mutual consultation and reconciliation. The parties shall endeavour to resolve such dispute within **30 days** from the date of reference. If the dispute remains unresolved within the said period, either party may invoke the arbitration provisions of the Contract.

5.26 AMICABLE SETTLEMENT OF DISPUTES

Any dispute, difference, claim or controversy arising out of or in connection with the Contract, including its interpretation, performance, breach or termination, shall, in the first instance, be referred by either party to the Engineer-in-Charge/Authorized Representative of Kamarajar Port Limited (KPL) and the authorized representative of the Contractor for amicable settlement through mutual consultation and reconciliation. The parties shall make all reasonable efforts to resolve such dispute amicably within thirty (30) days from the date of receipt of written notice of such dispute.

During the period of such amicable settlement, the Contractor shall, unless otherwise directed by KPL, continue to perform its contractual obligations without interruption. If the dispute is not resolved within the aforesaid period, either party may invoke the Arbitration clause of the Contract in accordance with the provisions thereof. Initiation of amicable settlement shall not prejudice or affect the rights and remedies available to either party under the Contract.

5.27 ARBITRATION: Any dispute or difference which remains unresolved through reconciliation shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 and amendments thereto. The arbitration shall be conducted by a sole arbitrator appointed by KPL in accordance with the applicable law, and the award of the Arbitrator shall be final and binding on both parties. The seat and venue of arbitration shall be Chennai, Tamil Nadu, and the proceedings shall be conducted in English. The Contract shall be governed by the laws of India, and the courts at Chennai alone shall have jurisdiction in respect of matters arising out of or relating to the Contract, subject to the provisions of the Arbitration and Conciliation Act, 1996.

अनुभाग/SECTION 6

काम की विस्तार/ SCOPE OF WORK

6.1 DETAILS OF PROPOSED WORK

The scope of work of the Contractor shall comprise the design, engineering, manufacture, procurement, supply, transportation, installation, testing, commissioning, deployment, operation and comprehensive maintenance of a Battery/Solar Operated Unmanned Floating Trash Collector at Kamarajar Port Limited (KPL), Chennai, including all associated equipment, systems, accessories, infrastructure, manpower, consumables and services necessary for satisfactory and continuous operation.

The Floating Trash Collector shall be remotely operated from a suitable shore-based/control station and shall be capable of safely collecting floating plastics, marine litter, driftwood, dead aquatic vegetation and other floating debris from the designated harbour waters of KPL.

The complete scope shall be executed on a turnkey basis. The Contractor shall be responsible for providing all items and services, whether specifically mentioned or otherwise reasonably required, for successful deployment, commissioning and operation of the system.

The prices quoted in the Tender shall be firm and fixed throughout the entire Contract Period for Design, Manufacture, Supply, Installation, Testing, Commissioning, Deployment, Operation and Maintenance of the Battery Operated Floating Trash Collector with Solar-Powered Charging Station at Kamarajar Port Limited, Chennai, Tamil Nadu. The quoted prices shall remain unchanged irrespective of any increase in the cost of materials, labour, transportation, spares, consumables, fuel/energy, statutory levies, duties, taxes or any other input costs during the Contract Period, and no escalation or additional payment on any such account shall be admissible to the Contractor.

6.2 DESIGN AND ENGINEERING

The Contractor shall undertake complete design and engineering of the Floating Trash Collector and associated systems.

The scope shall include:

- Preparation of drawings, structural, hull/platform design;
- Collection mechanism design;
- Conveyor/belt/skimmer arrangement;
- Waste storage/collection arrangement;
- Electric propulsion system;
- Battery energy storage system;
- Solar PV charging system;
- Shore charging system;
- Electrical and control systems;
- Remote-control system;

- GPS/GNSS-based positioning system;
- Communication and telemetry system;
- Navigation and safety systems;
- Emergency shutdown system;
- Fail-safe system;
- Remote monitoring system;
- Control software and associated interfaces;
- Integration of all subsystems;
- Maintenance and accessibility arrangements.

All designs shall be suitable for operation in the marine/harbour environment of Kamarajar Port.

6.3 SUPPLY OF FLOATING TRASH COLLECTOR

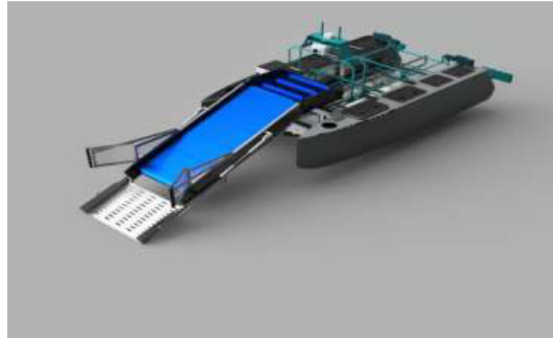
The Contractor shall supply a complete, fully assembled and operational Battery/Solar Operated Unmanned Floating Trash Collector broadly conforming to the following indicative requirements:

Physical Dimensions	Length:4-4.5m Width: 1.6-1.8m Height: 2-2.5m
Hull material & construction	Marine grade heavy duty fiber glass
Draft & operational water depth	Draft: 60 CM Operational water depth: min 2.0 m
Collection & storage capacity	Carrying capacity: 500kg Towing capacity: 1000kg
Debris collection conveyor	High durability POM with belt conveyor
Propulsion & engines	2 X Electric engines (3.5Hp per engine, 48V input, 22.5A max current)
Maximum speed required	3 Knots
Battery system & endurance	2 X 51.8V nominal (60Ah per battery), upto 8 hours operational life per set, charging time 4-6 hours (0-100%) (Battery system of the proposed specifications to be supplied in two sets)
Navigation	RC controlled or Autonomous navigation
Remote control	Manual telemetry remote with 7-inch HD screen, upto 1km range, 10hours remote life
Onboard vision & sensors	1080p HD camera with AI powered real time data analysis, object data analysis & tracking
Operating area	Harbour waters of KPL
Waste type	Plastics, marine litter, driftwood, aquatic vegetation and floating debris

6.4 SOLAR CHARGING SYSTEM: The Floating Trash Collector shall be provided with a minimum 1.5 kWp high-efficiency monocrystalline solar photovoltaic charging system, complete with MPPT charge controller, marine-grade mounting structure, DC protection, cabling, connectors, monitoring system and all associated accessories. The solar charging system shall be suitably integrated with the 51.8 V nominal battery system with suitable BMS/UPS system capable of safely charging the battery under the prevailing tropical coastal conditions at Kamarajar Port. Battery system of the proposed

specifications to be supplied in two sets. The system shall incorporate suitable protection against over-voltage, over-current, short circuit, reverse polarity and over-temperature. A suitable shore-based AC charging system shall also be provided as backup, capable of charging the battery from 0–100% within approximately 4–6 hours. All solar PV modules, structures, cables, connectors and associated equipment shall be suitable for continuous operation in a saline marine environment.

6.5 SYMBOLIC REPRESENTATION OF FLOATING TRASH COLLECTOR



Symbolic Representation of Electric Boat

The above is the symbolic thematic representation of the proposed trash collector. However, the final design shall be finalized by the contractor in consultation with the engineer in charge/project in charge of KPL.

6.6 FLOATING WASTE COLLECTION SYSTEM

The Contractor shall provide an efficient collection mechanism capable of collecting different types of floating debris.

The system shall be suitable for collection of:

- Plastic bottles;
- Plastic bags;
- Floating packaging materials;
- Marine litter;
- Driftwood;
- Dead aquatic vegetation;
- Leaves and organic floating matter;
- Floating debris;
- Other similar materials encountered in harbour waters.

The collection system shall be designed to minimize damage to the equipment and prevent collected waste from escaping back into the harbor.

6.7 WASTE STORAGE AND TRANSFER

The Floating Trash Collector shall have suitable arrangements for temporary storage/retention of collected waste.

The Contractor shall provide:

- Collection bin/container/basket;
- Safe loading arrangement;
- Suitable drainage arrangement;
- Easy unloading mechanism;
- Safe transfer arrangement to shore;
- Protection against re-entry of collected waste into harbour waters.

The Contractor shall transfer the collected waste to the designated location within KPL as directed by the Engineer-in-Charge.

6.8 BATTERY PROPULSION SYSTEM

The Contractor shall provide an electric propulsion system suitable for safe and efficient operation in harbour waters.

The system shall include, as applicable:

- Electric propulsion motors/thrusters;
- Motor controllers;
- Batteries;
- Electrical protection;
- Charging system;
- Monitoring system;
- Emergency isolation;
- Suitable waterproofing and marine protection.

The battery system shall be suitable for the required daily operating cycle and shall be protected against overcharging, deep discharge, overheating, short circuit and other abnormal conditions. Battery system of the proposed specifications to be supplied in two sets for safe and uninterrupted operations.

6.9 SHORE CHARGING INFRASTRUCTURE

The Contractor shall provide suitable charging infrastructure for charging the Floating Trash Collector when required.

The scope shall include:

- Charging unit;
- Charging cables/connectors;
- Protection systems;
- Electrical panel;
- Earthing;
- Mounting/support arrangement;
- Necessary control and monitoring systems.

The Contractor shall coordinate with KPL for the designated charging location and electrical connection requirements. Any necessary minor installation works associated with the charging system shall be included in the Contractor's scope.

6.10 REMOTE OPERATION SYSTEM

The Floating Trash Collector shall be capable of safe and reliable remote

operation. The Contractor shall provide a suitable shore-based remote-control system including:

- Remote-control console;
- Control computer;
- Joysticks/control interface;
- Display system;
- Communication system;
- GPS/GNSS interface;
- Live equipment status;
- Battery status;
- Propulsion status;
- Collection system status;
- Alarm indication;
- Emergency stop;
- Fail-safe controls.

The remote-control system shall permit the operator to control the equipment safely within the designated operating area.

6.11 COMMUNICATION AND TELEMETRY

The Contractor shall provide suitable communication and telemetry systems for reliable communication between the Floating Trash Collector and the remote-control station.

The system shall provide, as applicable:

- Real-time position;
- Battery status;
- Motor/propulsion status;
- Equipment alarms;
- Operating status;
- Communication status;
- System health;
- Operating hours;
- Fault indications;
- Relevant operational data.

The system shall incorporate suitable arrangements for loss of communication.

6.12 GPS/GNSS AND POSITIONING

The Floating Trash Collector shall be equipped with GPS/GNSS or equivalent positioning technology.

The system shall enable:

- Real-time position monitoring;
- Tracking of operating location;
- Monitoring of operating route;
- Safe-zone/geofencing, wherever applicable;

- Recording of operational history.
- The Contractor shall provide necessary software and hardware for monitoring the position from the remote-control station.

6.13 FAIL-SAFE AND EMERGENCY SYSTEMS

The Contractor shall provide suitable fail-safe arrangements to ensure that the Floating Trash Collector does not become an uncontrolled hazard in the harbour.

The system shall include, as applicable:

- Automatic stop on loss of communication;
- Emergency stop;
- Low-battery protection;
- Over-temperature protection;
- Motor overload protection;
- Battery isolation;
- Controlled shutdown;
- GPS/geofence protection;
- Alarm indication;
- Manual recovery arrangements.

The final fail-safe philosophy shall be submitted to KPL for approval.

6.14 OPERATION OF FLOATING TRASH COLLECTOR

The Contractor shall provide qualified and trained manpower for operation of the Floating Trash Collector for **day-shift operations on all 365 days of the year**, subject to harbour conditions and operational restrictions imposed by KPL.

The Contractor shall be responsible for:

- Remote operation;
- Pre-start inspection;
- Safe deployment;
- Collection of floating waste;
- Monitoring of equipment;
- Transfer of collected waste;
- Daily cleaning;
- Recording operational data;
- Reporting defects;
- Safe shutdown;
- Charging arrangements.

6.15 COMPREHENSIVE FIVE-YEAR O&M

The Contractor shall provide comprehensive O&M for **five (05) years from the date of successful commissioning and deployment**.

The O&M shall include:

- Preventive maintenance;
- Breakdown maintenance;
- Corrective maintenance;
- Emergency repairs;
- Replacement of defective components;
- Spare parts;
- Consumables;
- Lubricants;
- Batteries/components as applicable;
- Electrical components;
- Remote-controlled equipment;
- Communication systems;
- GPS/GNSS;
- Solar PV;
- Charging system;
- Collection mechanism;
- Propulsion system;
- Software/firmware support;
- Tools and tackles;
- Service engineers;
- Transportation.

6.16 SPARES AND CONSUMABLES

The Contractor shall maintain adequate inventory of essential spare parts and consumables required for uninterrupted operation.

The Contractor shall ensure availability of critical spares for:

- Motors;
- Thrusters;
- Controllers;
- Batteries;
- BMS;
- Sensors;
- Communication equipment;
- GPS/GNSS;
- Remote-control system;
- Conveyor/collection mechanism;
- Bearings;
- Belts;
- Electrical components;
- Fuses and protection devices.

All such costs shall be included in the quoted O&M charges.

6.17 INSURANCE

The Contractor shall, at its own cost, maintain comprehensive insurance coverage for the Floating Trash Collector throughout the Contract and O&M period, including risks arising from its remote operation, transportation, deployment, operation and maintenance. The insurance shall cover, as applicable, damage to/loss of the equipment, collision, grounding, drifting,

salvage/recovery, third-party liability and damage to KPL property/infrastructure. The Contractor shall submit valid insurance policies/certificates to KPL before deployment and maintain the coverage continuously throughout the Contract period. Any loss, damage, liability or claim not covered due to inadequate or lapsed insurance shall be borne entirely by the Contractor.

6.18 RECOVERY AND EMERGENCY ASSISTANCE

The Contractor shall provide necessary arrangements for recovery of the Floating Trash Collector in case of:

- Breakdown;
- Loss of propulsion;
- Loss of communication;
- Loss of control;
- Grounding;
- Stranding;
- Collision;
- Battery failure;
- Other emergency situations.

The Contractor shall provide necessary towing/recovery support without additional cost to KPL where the event is attributable to the Contractor's equipment, systems, maintenance or operation.

6.19 DAILY OPERATIONAL RECORDS

The Contractor shall maintain daily records covering:

- Date and operating hours;
- Start/stop time;
- Area covered;
- Floating waste collected;
- Battery status;
- Solar charging;
- Charging hours;
- Equipment downtime;
- Breakdowns;
- Repairs;
- Weather/harbour restrictions;
- Remote-control performance;
- Communication failures;
- Safety incidents.

6.20 ENVIRONMENTAL AND SAFETY COMPLIANCE

The Contractor shall comply with all applicable:

- Environmental requirements;
- Port safety requirements;
- Marine safety requirements;
- Electrical safety requirements;
- Battery safety requirements;

- Labour requirements;
- Waste-management requirements;
- Statutory requirements;
- KPL HSE requirements.

The Contractor shall obtain all approvals/certifications falling within its scope.

6.21 HOUSEKEEPING

The Contractor shall maintain the equipment, remote-control station and associated facilities in a clean and orderly condition.

Collected waste shall not be allowed to accumulate in a manner that creates:

- Odour;
- Pest nuisance;
- Fire hazard;
- Pollution;
- Obstruction to port operations.

6.22 INTEGRATION WITH KPL SYSTEMS

Whenever specified by KPL, the Contractor shall provide suitable interfaces for integration of:

- Remote monitoring;
- Telemetry;
- Equipment status;
- GPS tracking;
- Operational data;

With KPL's existing monitoring/command systems, subject to technical feasibility and KPL's network/security requirements.

6.23 FINAL HANDOVER

At completion of the Contract period, the Contractor shall hand over the equipment and associated systems in satisfactory operating condition, along with:

- Updated drawings;
- Manuals;
- Maintenance history;
- Spare parts inventory;
- Test certificates;
- Software/firmware details;
- Asset details;
- Warranty details;
- Insurance details;
- Operational records;
- Training records;
- Final O&M report.

अनुभाग/SECTION 7
मात्राओं का बिल/BILL OF QUANTITIES
PRICE BID FORMAT

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

S. No	Description of Item	Qty	Unit	Amount per unit in Rs.	Total amount in Rs. (Excl. GST)	GST in %	GST Amount in Rs.	Total Including GST in Rs.
1	Design, Manufacture, Supply, Deployment, Operation & Maintenance of Battery-Operated Unmanned Floating Trash Collector with Solar-Powered Charging Station at Kamarajar Port Limited, Chennai, Tamil Nadu This includes floating waste collection mechanism, minimum 500 kg collection capacity per cycle, electric propulsion system, battery bank with solar PV charging system, shore charging infrastructure, remote-control station, GPS/GNSS, communication and telemetry system, navigation and safety systems, emergency stop and fail-safe arrangements, waste storage/unloading arrangement, all accessories, tools, tackles, initial spares and consumables, and all other items/services required for complete and satisfactory deployment and commissioning at Kamarajar Port Limited as specified in relevant sections of the tender document.	1	No.					

2	Comprehensive Operation and Maintenance of the Floating Trash Collector for five (05) years/60 months, including deployment of qualified manpower for day-shift operation on all 365 days of the year, remote operation, preventive and breakdown maintenance, all spare parts, consumables, batteries/components as required, repairs and replacement of worn-out/defective components, service engineer charges, transportation, tools and tackles, software/firmware support, communication/telemetry support, solar PV and charging-system maintenance, insurance, recovery/emergency support, waste collection and transfer to designated location, daily/monthly reporting and all other services necessary to maintain the equipment in satisfactory operating condition throughout the O&M period.	60	Month					
Total amount in Rs.								

Total Amount in Words:

Note:

1. The period of work will be for a period of five years.
2. The rate quoted in the BOQ shall be in accordance with the scope of work mentioned at Section 6.
3. The total amount quoted excluding GST will only be considered for evaluating L1 bidder.
4. The payment will be made as per the payment terms given at Clause No. 5.22 of Special Conditions of the tender document.

PREAMBLE TO SCHEDULE OF RATES

- a) The Schedule of Rates shall be read with all other sections of this Bidding Document.

- b) The Bidder is deemed to have studied the specifications and details of works to be done within the Time Schedule and should have acquainted himself of the conditions prevailing at site.
- c) The quantity shown against various items are only approximate and may vary to any extent individually as detailed in General Conditions of Contract. No claim shall be entertained during the currency of this Contract towards any items due to the above including where the CONTRACTOR has quoted low/high rates.
- d) All works mentioned shall be carried out as per the specifications, and instructions of KPL and the rates are deemed to be inclusive of consumables, labour, supervision, tools & tackles etc., complete wherever required as called for in the detail specification and conditions of the Contract.

FORM OF PARTICULARS
INFORMATION OF BIDDER

1.
 - (a) Name:
 - (b) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (c) Date of incorporation and/or commencement of business:

2. Details of individual(s) who will serve as the point of contact/ communication for Kamarajar Port within the company for the present tender:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-mail address:
 - (g) Fax Number:

3. Name, designation, address and phone numbers of authorised signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone No. :
 - (e) Fax No. :

FORMAT OF BID SUBMISSION LETTER

(On letter head of the bidding firm)

Reference No. **KPL/MS/HSE/ENV/FTC/2026**

Date:

From:

.....

.....

To:

General Manager (Marine Services)

Kamarajar Port Limited

Vallu Post, Near NCTPS,

Chennai - 600120. **Tamil Nadu**

Dear Sir,

Subject: Submission of tender for “Design, Manufacture, Supply, Deployment, Operation & Maintenance of Battery-Operated Unmanned Floating Trash Collector with Solar-Powered Charging Station at Kamarajar Port Limited, Chennai, Tamil Nadu”

Reference: Tender No: KPL/MS/HSE/ENV/FTC/2026

- 1) Having examined the completeness of bid documents including Invitation of Bid, Instruction to bidders, Conditions of contract, Scope of Work, Technical specifications, Bill of Quantities, Drawings, Forms and Annexures etc., for the execution of the above named works, we, the undersigned offer to execute and complete such works and remedy any defects therein in conformity with the said Bid document being awarded to us.
- 2) I/We undertake, if our bid is accepted, to:
 - i) Furnish Performance Security Deposit within the time specified from the date of receipt of the Letter of Award/Work order.
 - ii) Enter into Contract Agreement within the time specified from the date of receipt of the Letter of Award/Work order.
- 3) Unless and until a formal agreement is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between

us, but without prejudice to your right to withdraw such acceptance under the provisions of the conditions of contract.

- 4) I/We(Name of the Bidding Firm) submit herewith our bid through e-procurement portal for selection of our firm/organization as contractor for the above mentioned contract. The submission comprises, **separately of :**
- i) Technical Bid &
 - ii) Financial Bid
- 5) I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- 6) We certify that in preparation and submission of Technical and Financial information, we have not taken any action which is or which constitutes a corrupt or fraudulent practice as defined in the tender documents.
- 7) Our Bid is valid for the period of hundred twenty (120) days from the date of submission deadline fixed for the tender and will be binding on us.
- 8) We have not made any tampering or changes in the bid documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and forfeiture of bid security/ the contract will be liable to be terminated along with forfeiture of contract performance security, even if LOA has been issued.
- 9) I/We understand that, the Kamarajar Port Limited is not bound to accept any bid that the Kamarajar Port Limited may receive.

Yours faithfully,

.....

Signature of authorised signatory of firm with Seal

Address:

.....

.....

FIRM'S FINANCIAL DATA

S. No.	Particulars of Financial Year	Total in Rs.
1	2023-24	
2	2024-25	
3	2025-26	
Average of 3 years		

Average amount in words:

Note:

*Bidder shall submit the copy of the Audited Balance Sheets/Profit & Loss Accounts of their firm/s for the last three- year as required in eligibility criteria at **Section 3**. The copy of document should be duly notarized, subject to production of the originals when demanded.*

DATE:

BIDDERS SIGNATURE WITH SEAL

ANNEXURE -4**WORKS EXECUTED DURING LAST SEVEN (7) YEARS ending last day of month previous to the one in which tenders are invited**

Contractor's Experience in **similar services of "Design, Manufacture, Supply, Deployment, Operation & Maintenance of Battery-Operated Unmanned Floating Trash Collector with Solar-Powered Charging Station at Kamarajar Port Limited, Chennai, Tamil Nadu "**.

S. No.	Project Name	Project Value (Excl. GST)	Contract Period		
			Date of commencement	Date of Actual completion	Date of scheduled completion
1.					
2.					
3.					
4.					
5.					

Note:

Copy of the document proof for the completed works (the best illustrated above) issued by the employer/competent authority to the bidder should be enclosed as required in pre qualification criteria. The copy of document should be duly notarized, subject to production of the originals when demanded.

DATE:

BIDDERS SIGNATURE WITH SEAL

FORMAT FOR PERFORMANCE SECURITY
(BANK GUARANTEE)

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

From:

.....

Name and Address of the Bank

.....

To:

General Manager (Marine Services)

Kamarajar Port Limited

Vallu Post, Near NCTPS,

Chennai – 600120, Tamil Nadu.

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

In favour of

Kamarajar Port Limited (hereinafter called “the KPL”) having its office at Kamarajar Port Limited, Port administrative office, Vallur, Chennai -600120 which expression shall unless it is repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

WHEREAS, M/s(Name of Bidder)....., (hereinafter called “the Contractor” which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors and assigns; has successfully bid and has been selected as Contractor in respect of the works contract “**Design, Manufacture, Supply, Deployment, Operation & Maintenance of Battery-Operated Unmanned Floating Trash Collector with Solar-Powered Charging Station at Kamarajar Port Limited, Chennai, Tamil Nadu**”. (hereinafter called to as “the Contract”) and the KPL has issued Letter of Acceptance for Award of Contract to the Successful bidder.

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

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

The Successful bidder shall execute the Contract Agreement before(date) and shall perform the contract “**Design, Manufacture, Supply, Deployment, Operation & Maintenance of Battery-Operated Unmanned Floating Trash Collector with Solar-Powered Charging Station at Kamarajar Port Limited, Chennai, Tamil Nadu**”

- i.” in accordance with the bid documents .
- ii. 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.
- iii. 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.
- iv. This Guarantee shall be valid and shall remain in force for a period of Sixty Nine months from the date of commencement of contract i.e., up to and inclusive of(date).
- v. 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.
- vi. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under the guarantee are duly discharged.
- vii. The Guarantor has power to issue this guarantee and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under
- viii. It is also hereby agreed that the courts in Chennai would have exclusive jurisdiction in respect of claims, if any, under this guarantee.
- ix. 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 only** (Name of the Branch and address to be given).

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

Date:

Place:

(Signature of Authorized person of Bank)

(Address).....

Bank's Seal & Authorization No.....

Witness:

1. Signature

Name & Address & Seal

2. Signature

Name & address & Seal

BID SECURITY DECLARATION

(To be Executed and submitted on bidder's letter head)

Tender No.: **KPL/MS/HSE/ENV/FTC/2026**

Date: _/ _/2026

To,

General Manager (Marine Services)

Kamarajar Port Limited,

Vallur Post, Chennai – 600 120.

Sir,

Subject: Tender for “Design, Manufacture, Supply, Deployment, Operation & Maintenance of Battery-Operated Unmanned Floating Trash Collector with Solar-Powered Charging Station at Kamarajar Port Limited, Chennai, Tamil Nadu”.

I/We, the undersigned, do hereby declare that:

(a) I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two year from the date of notification if I am /We are in breach of any obligation under the bid conditions, because I/We have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid;

(or)

(b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Name, Designation & Signature of the
Authorized Signatory of the Tender.

Place:

Date:

(The above said declaration to be submitted in original and the copy of the same to be uploaded in GeM portal along with other documents without fail).

INTEGRITY PACT

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

GENERAL

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

BETWEEN

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

AND

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

Preamble

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

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

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

NOW, THEREFORE,

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

Enabling the PRINCIPAL/EMPLOYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS / CONTRACTORS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL/EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Commitments of the PRINCIPAL/EMPLOYER

The PRINCIPAL/EMPLOYER undertakes that no official of the Principal/Employer connected directly or indirectly with the contract, will demand, take a promise for or

accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/CONTRACTOR, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

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

All the officials of the PRINCIPAL/EMPLOYER will report to the 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.

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 and Section 2(77) of Companies Act, 2013.
- xv. The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Employer.

Previous Transgression

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

Sanction for Violations

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

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

with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/CONTRACTOR from the PRINCIPAL/EMPLOYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

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

the BIDDER/CONTRACTOR or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER / CONTRACTOR), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

Fall Clause

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

Independent Monitors

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

1. Shri Jatinderbir Singh, IAS., (Retd.,)

House No.1186, Sector-77,

Mohali -140308, Punjab.

Contact: +91 9968607788(M), [mail: jatinderbir@gmail.com](mailto:jatinderbir@gmail.com)

2. Shri Muvvala Kondala Rao, IFoS., (Retd.,)

No.201, Kalakunj-B,

22 B, Turf View Apartments, Cooperative Society,

Lane-6, Dahanukar Colony, Kothrud,

Pune-411038, Maharashtra.

Contact: +91 9422161512(M), [mail: mkraomuvvala@gmail.com](mailto:mkraomuvvala@gmail.com)

The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

- a) The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- b) Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- c) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kamarajar Port Limited.

- d) The BIDDER/CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PRINCIPAL including that provided by the BIDDER/CONTRACTOR.
- The BIDDER/CONTRACTOR will also grant the Monitor, upon his request and demonstration of a valid interest unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor(s) with confidentiality.
- e) The Principal/Employer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.
- f) The Monitor will submit a written report to the designated Authority of Principal/Employer/Chief Vigilance Officer of Kamarajar Port Limited within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Employer/Bidder/Contractor and should the occasion arise, submit proposals for correcting problematic situation.
- g) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- h) If the Monitor has reported to the Principal substantiated suspicion of an offence under the Indian Penal Code, 1860/Prevention of Corruption Act, 1988 and the Principal/Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- i) The word "Monitor" would include both singular and plural.

Facilitation of Investigation

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

Other Provisions

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

Law and Place of Jurisdiction

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

Other Legal Actions

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

Validity

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

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Kamarajar Port Limited.

Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

Equal treatment of all Bidders/Contractors/Sub-Contractors

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

The parties hereby sign this Integrity Pact at _____ on _____.

The Principal represented
by the **Managing Director,**
Kamarajar Port Limited

BIDDER/CONTRACTOR

Name of the Officer

Name

Designation

Designation

Witness 1

Witness 1

Name & address

Name & address

Witness 2

Witness 2

Name & address

Name & address

Place:

Place:

Date:

Date:

**FORM OF AGREEMENT
(SAMPLE AGREEMENT)**

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

BY AND BETWEEN

KAMARAJAR PORT LIMITED, a Company registered under the Companies Act, 1956 and having its registered office at No.17, Jawahar Building, Rajaji Salai, Chennai – 600 001, Tamilnadu, herein after referred to as KPL, which expression shall wherever the context so admits or permits, deem to mean and include its successors in office and assigns of the ONE PART

AND

Mr/Mrs.Managing Director/Director, carrying on business under the name and style of M/shaving its registered office at hereinafter called the ‘CONTRACTOR’ which expression shall wherever the context admits or permits shall deem to mean and include his/their successors-in-interest, administrators and assigns of the OTHER PART

WHEREAS KPL have accepted a tender submitted by the contractor for **“Design, Manufacture, Supply, Deployment, Operation & Maintenance of Battery-Operated Unmanned Floating Trash Collector with Solar-Powered Charging Station at Kamarajar Port Limited, Chennai, Tamil Nadu”** complying all terms and conditions of the tender (hereinafter called the “work”).

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the conditions of Proposal Document hereinafter referred to.
2. The following documents shall deemed to form and be read and construed as part of this agreement viz:
 - a) Tender No. **KPL/MS/HSE/ENV/FTC/2026** including addendums/ corrigendums issued by KPL
 - b) Letter of Acceptance
 - c) Special Conditions of Contract

- d) General Conditions of Contract
 - e) Scope of Work
 - f) Priced Bill of quantities (Price Bid)
 - g) Drawings (if any)
 - h) All the correspondences including minutes of meeting by which the contract is added, amended, carried or modified in any way on mutual consent.
3. In consideration of payments to be made by KPL to the Contractor for the “work” to be executed, the contractor HEREBY COVENENTS with the KPL that the contractor shall and will duly provide, execute and complete in all respects the “work” to the full satisfaction of the KPL and shall perform all other acts and things in contract mentioned or described or which are to be implied there from or may be reasonably necessary for completion of the “work” at the said time and in the manner in the contract conditions.
4. In consideration of the due provision, execution and completion of the “work” to the full satisfaction of the Kamarajar Port Limited by the contractor, the Kamarajar Port Limited hereby agree to pay to the contractor the respective amounts for the “work” actually done by the contractor and approved by Kamarajar Port Limited under provisions of the contract at such time and in such manner as provided therein.
5. Any of the counter terms and conditions of the contractor shall not be taken as terms and conditions of this contract/agreement unless Kamarajar Port Limited specifically agrees it in writing.
6. Any failure on the part of the contractor in discharging any of his obligations as per the requirements of this contract will be construed as a breach and will result in forfeiture/encashing of the performance security deposit/Bank Guarantee and cancellation of the contract. KPL reserves the right to cancel and terminate the contract for unsatisfactory performance.
7. All notices required to be sent under this Agreement shall be deemed to validly served if sent by prepaid registered post or by courier (with proof of delivery) to the following address:-

KPL: General Manager(Marine Services), Kamarajar Port Limited, No.17, Jawahar Building, Rajajaisalai, Chennai-600001.

Contractor: Name & Address (to be indicated)

8. In the event of any part/clause of this Agreement is found to be void or unenforceable, the Parties would be entitled to enforce the other clauses and the unenforceability of any clause(s) shall not render this Agreement void.
9. Any amendment or modification to this Agreement shall only be in writing signed by duly authorised representatives of both Parties.

10. The Tender No. KPL/MS/HSE/ENV/FTC/2026 containing all the terms and conditions, Scope of work etc along with the bid of the Contractor and all correspondences connected therewith between KPL and Contractor shall be deemed to include herein and shall form part of this Agreement and shall be binding on the Parties hereto.

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

Signed
on behalf of Kamarajar Port Limited.

.....

In the presence of
Name

Signature

Signed

on behalf of M/s.....
Managing Director/Director

In the presence of

Name

Signature

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

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