

KAMARAJAR PORT LIMITED MARINE DEPARTMENT



TENDER DOCUMENT
No.KPL/MS/HSE/OSR_Equipment/2026

Through GeM portal

SUPPLY OF OIL SPILL RESPONSE EQUIPMENT FOR
KAMARAJAR PORT LIMITED

TECHNO COMMERCIAL BID

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

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KAMARAJAR PORT LIMITED,
MARINE DEPARTMENT

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1. DEFINITIONS AND INTERPRETATIONS

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

- 1.1 'KPL' means the Kamarajar Port Limited.
- 1.2 'Chairman' means the Chairman of the Board of the Kamarajar Port Limited.
- 1.3 'MD' means the Managing Director of the Board of the Kamarajar Port Limited
- 1.4 'GENERAL MANAGER' means the General Manager and Dy. Conservator, the Head of Marine Department of the Kamarajar Port Ltd.
- 1.5 'CONTROLLING OFFICER' means the General Manager of the Kamarajar Port or his representative.
- 1.6 'ISPS' means International Ship and Port Facility Security Code.
- 1.7 'THE CONTRACTOR OR SUCCESSFUL TENDERER' means the person or persons, firm, corporation or company whose tender has been accepted by the Kamarajar Port Ltd. and includes the contractor's servants, agents, workmen, personal representatives, successors and permitted assigns.
- 1.8 'CONTRACT' means the Tender document as a whole which includes Instruction to Tenderers, General Conditions of Contract, Form of Tender, Charter Party Agreement, Technical Specification, Letter of Acceptance, Bank Guarantee in respect of satisfactory performance of contract, scope of work, schedules, queries raised by the tenderers before and during the pre-bid meeting, written replies and any addendum/corrigendum thereto, the Tender Committee Meeting Minutes, Recommendation, related correspondences with the Tenderers, etc. and all correspondences leading to the award of contract will form part of the contract document. Any addendum thus issued to all the tenderers and answers to the queries raised during the pre-bid meeting, if any will form part of the Contract document.
- 1.9 "CONTRACT PRICE" means the total sum of money to be paid

by KPL to the contractor for satisfactorily rendering the services as per the contract subject to such additions thereto or deductions therefrom as may be made under the provisions hereinafter contained.

1.10 'DAY' means 24 Hours commencing from 0600 Hours to 0600 hours of the next day.

1.11 'IN WRITING' or 'WRITTEN' means a letter handed over from the Charterer to the Successful Tender or vice versa, a registered letter, email or other modern form of written communication.

1.12 'AUDITOR' means a statutory auditor as defined in the Company's Act, 1956 and all its amendments

2. PRE-QUALIFICATION CRITERIA

2.1 ELIGIBILITY CRITERIA:

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

2.1.1 MINIMUM EXPERIENCE

The Tenderer having experience in supply of oil spill response equipment / OEM of oil spill response equipment for Government organizations/sea ports/PSUs/private organizations are eligible to participate in the tender. The Tenderer should submit the details of contracts executed along with work order/purchase order and Completion certificate of completed works.

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

a. Three similar works each of value not less than an amount of
Rs.94,03,876.00 (40% of the total estimated cost i.e.,
Rs.2,35,09,690.00)

OR

b. Two similar works each of value not less than an amount of
Rs.1,17,54,845.00 (50% of the total estimated cost i.e.,
Rs.2,35,09,690.00)

OR

c. One similar work of value not less than an amount of
Rs.1,88,07,752.00 (80% of the total estimated cost i.e.,
Rs.2,35,09,690.00)

“SIMILAR WORKS” MEANS SUPPLY/OEM OF OIL SPILL RESPONSE EQUIPMENT DURING THE LAST SEVEN YEARS.

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

Year before	Enhancement/multiplication factor
Current year	1.00
One year	1.07
Two years	1.14
Three years	1.21
Four years	1.28
Five years	1.35
Six years	1.42

2.1.2 FINANCIAL TURNOVER:

The average annual turnover of the tenderer for the last three years i.e. **2022-23, 2023-24 & 2024-25** should be at least 30% of the total estimated cost of the contract, i.e., **Rs.70,52,907.00**. The tenderer should submit copy of Annual Reports audited by Chartered Accountant for the last 3 years by giving the audited profit and loss account along with balance sheet.

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

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-I.
2. The Bidder shall submit with its Technical Proposal, the documentary evidence regarding fulfillment of all the above criteria.

3. GENERAL CONDITIONS OF THE CONTRACT

3.1 EARNEST MONEY DEPOSIT/BID SECURITY DECLARATION:

- A. Earnest money Deposit (EMD) should be **Rs.4,70,193.80** (Rupees Four Lakhs Seventy Thousand One Hundred and Ninety Three point Eight only). The demand draft/pay order as mentioned above in favour of the Kamarajar Port Limited drawn from any Scheduled / Nationalized Bank payable at Chennai shall be submitted to Kamarajar Port Limited. Tenders which are not accompanied by the DD / Pay order will be summarily rejected. If the MSME of that particular category i.e., manufacturing rubber products, machinery, oil spill equipment services, furnished by the bidder is found fit in all respects with regard to this Tender, at the time of evaluation, the same may be accepted/rejected. (The MSME may be exempted only for EMD).

However, in lieu of Bid Security/EMD, the tenderer shall have to submit Bid Security Declaration form in original as per the prescribed format at Annexure VIII of tender document on or before the date of opening of technical bid. Photocopy of the bid security declaration to be submitted in online along with other documents. The bidder failing to submit the EMD/bid security declaration in original to the Port on or before opening of the bids will be summarily rejected.

- B. EMD of unsuccessful bidders other than L1 and L2 shall be returned within 30 days from the date of issue of Letter of Award (LOA) to the successful Tenderer. Earnest Money of L2 will be returned immediately after entering in to agreement with L1 and acceptance of performance Guarantee from L1.
- C. The EMD of unsuccessful tenderer shall be returned without interest as early as possible on award of contract to the successful tenderer. The EMD of the successful tenderer shall be returned only on receipt of Performance Guarantee as stipulated by the tenderer.
- D. The Bid Security (EMD) may be forfeited, if
- (i) The Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
 - (ii) the successful Bidder fails within the specified time limit to
 - a. Sign the Agreement
 - b. Furnish the required Performance Security.
 - c. Fail to commence the operations within 30 days from the date of issue of LOA

3.2 KPL will not pay any advance payments to the successful bidder.

3.3 Income tax and other taxes shall be deducted at source as per the

rules of Govt., unless certificates, if any, for deduction at lesser rates or for nil deduction is submitted from appropriate authorities by the contractor.

3.4 All bidders shall provide signed Tender Form, Details of Experience Qualification (Annexure I), Details of Turn Over (Annexure II), Covering letter in the format Annexure III, Letter of acceptance Annexure IV, Annexure V, Integrity Pact, etc.

3.5 GSTIN No., PAN No., and PF & ESI Registration No.

The contractor has to furnish the GSTIN number, PAN number and PF & ESI Registration number of their firm to consider their bid.

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

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

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

3.7 The rate shall be quoted strictly as per the cost schedule given in BoQ format and also applicable taxes except GST as per the excel format uploaded in GeM portal. L1 bidder will be considered based on the lowest quote submitted by bidder excluding GST. However, the bidder shall quote the amount as per the format of the gem portal.

The tenderers are directed to comply with the directions while submitting the tender. Those price bids not conforming to the format in cost BoQ will be summarily rejected.

3.8 If any discrepancies are observed between figures and words in the rates quoted, while evaluating the bid, the rates quoted in words shall supersede the rates quoted in figures.

3.9 The Tenderer shall quote the rate in the BOQ in Indian Rupees only. No other currency would be accepted. Any offers received in other currencies will be treated as “Non Responsive” and will not be considered for further evaluation.

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

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

3.12 One Bid per Bidder

Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

3.13 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his Bid, and Kamarajar Port will not be responsible and liable for those costs.

3.14 Site Visit

The Tenderer shall examine carefully the conditions of contract in the Tender documents supplied herewith. Though every effort is made herein to give basic data as exhaustively as possible, the Tenderer may visit Kamarajar Port Ltd. and its approaches and get himself thoroughly acquainted with all necessary data concerning weather conditions, working conditions, sea conditions, etc. for the purposes of making a correct offer. All costs, charges and expenses that may be incurred will be borne by the Tenderer in connection with such visit, KPL will facilitate the entry passes if required without any charges/fee. However, fee for the submission of his offer shall be borne by him and KPL accepts no liability or responsibility whatsoever there for.

3.15 RESPONSIVE OFFER

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

- (i) is received by the due date and time including such extension thereof.
- (ii) is signed and uploaded in online portal.

- (iii) Contains all the information as requested in the tender documents and the covering letter in the format specified in Annexure III.
- (iv) contains information in formats same as those specified in this tender documents;
- (v) Mentions the validity period as set out in Clause 3.21 of the Tender;

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

3.16 NON-RESPONSIVE OFFER

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

- (i) The Tenderer includes/adds any condition in the Price Bid;
- (ii) All corrections and over writings are not signed, dated and stamped by the authorized signatory signing the tender.
- (iii) The Rate is not quoted in Cost Annexure VI as per the instructions given in the Annexure.
- (iv) Tenders without furnishing the proof for Experience and average annual turnover for the last three years
- (v) The Tenders submitted without the EMD/Bid Security Declaration (for MSME) and Integrity Pact in original.

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

3.17 Amendment of Bidding Documents

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

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

3.18 Preparation of Bids

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

3.19 Documents comprising the Bid

The bid submitted by the bidder shall comprise of the following.

3.19.1 EMD/Bid Security Declaration for MSME in original.

3.19.2 Techno Commercial

- (i) Original copy of Tender Documents along-with addendums if any, duly initialed on each page with company's seal as token of acceptance of Tender Conditions & Specifications shall be uploaded in online portal.
- (ii) Documentary Evidence of Experience on similar works executed during the last seven years, and details not limited to contract value, clients, proof of satisfactory completion as required in 2.1.1) and statement in Annexure I.
- (iii) Documentary evidence of adequate financial standing as required in 2.1.2 & statement in Annexure II.
- (iv) The following documents shall be duly filled in, signed & stamped
 - a) Letter of submission – covering letter (Tender form) as in Annexure III
 - b) Power of Attorney - Annexure VII
 - c) Bankers Details
 - d) Memorandum Annexure V.

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

3.20 Bid Prices

3.20.1 The contract shall be for the whole period as described based on the rate submitted online by the Bidder.

3.20.2 The bidder shall fill in rates and prices inclusive of all applicable Taxes and Duties as described in the Cost Annexure (Bill of Quantities) and the same shall be uploaded

in the excel sheet provided in the GeM portal. The bidder shall not disclose the price details in the sample price bid/bill of quantities given in the tender document. The bidder will be rejected, if disclosed the rates anywhere in the bid document during technical evaluation.

3.20.3 The Tenderer shall take into account all factors while quoting the costs but not limited to transportation, ex-works and travel insurance.

3.20.4 The rates and prices quoted by the bidder shall be fixed for the entire duration of the Contract and shall not be subject to adjustment on any account.

3.21 Bid Validity

3.21.1 Bids shall remain valid for a period of 180 days from the date of submission of the Tender. A bid valid for a shorter period shall be rejected by the Kamarajar Port as non- responsive.

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

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

3.22 Format and Signing of Bid

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

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

3.23 The Tender has to hand over or to send the original Bid security declaration along with Integrity Pact by post/courier so as to reach the Office of the General Manager (MS), KAMARAJAR PORT LTD. Near NCTPS, Vallur Post, Kamarajar Port Ltd. – 600 120/KAMARAJAR PORT LIMITED, No.17, Jawahar Building, Rajaji Salai, Chennai 600001 on or before the date of opening of technical bid.

3.24 Modification and Withdrawal of Bids

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

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

3.25 Bid Opening and Evaluation

3.25.1 On the due date specified, Kamarajar Port will first open Technical bids of all bids received through GeM portal. In the event of the specified date for Bid opening being declared a holiday by Kamarajar Port Ltd., the Bids will be opened at the appointed time and location on the next working day.

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

3.26 Process to be confidential

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

3.27 Clarification of Bids

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

correction of arithmetic errors discovered by Kamarajar Port Ltd. in the evaluation of the Bids in accordance with Clause.

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

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

3.29 Examination of Bids and Determination of Responsiveness

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

A substantially responsive Technical bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation and also satisfies eligibility & qualification criteria. A material deviation or reservation is one which affects in any substantial way the scope, quality or performance of the Works, which limits in any substantial way, the Kamarajar Port rights or the Bidder's obligations under the Contract or whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids. If a Technical Bid is not substantially responsive, it will be rejected by Kamarajar Port Ltd., and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

3.30 Correction of Errors

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

- (a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern and
- (b) The amount stated in the Bid will be adjusted by Kamarajar Port Ltd. in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected.

3.31 RATE:-The Tenderer shall quote the rate for each item through online portal in Indian Rupees only as per the BoQ Format of Tender Document and the same shall be paid in Indian Rupees only.

3.32 ADDENDUM / CORRIGENDUM OF TENDER DOCUMENTS

3.32.1 At any time prior to the last date for submission of tenders, Kamarajar Port Ltd. may for any reason whatsoever change or modify the tender documents by addendum/corrigendum. The addendum / corrigendum so carried out will be uploaded in the GeM portal. The amendment so carried out will form part of the tender and shall be binding upon the Tenderers. Kamarajar Port may at their discretion extend the last date of submission of the tenders to enable the Tenderers with reasonable time to submit their tender after taking into consideration such addendum/corrigendum.

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

3.33 CHARGES TOWARDS STAMP DUTY & EXECUTION OF AGREEMENT:-

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

3.34 CLARIFICATION OF TENDERS :-

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

3.35 NOTIFICATION OF AWARD

Kamarajar Port Ltd. shall intimate the successful Tenderer by

writing through email/letter confirming that their offer has been accepted prior to the expiry of the tender validity period. This letter is to be called as Letter of Award.

3.36 PERIOD OF CONTRACT

The contractor shall supply the oil spill response equipment within 5 months after the acceptance of letter of award as per the specifications mentioned under section 4 - Scope of work of the tender.

3.37 SIGNING OF AGREEMENTS

3.37.1 The successful Tenderer shall send the Consent of Acceptance (COA) within 15 days of issue of the Letter of Award indicating the time required to supply the oil spill response equipment as per the scope of the work of the tender. In case, the successful Tenderer fails to send the Consent of Acceptance within the period stipulated above, the Letter of Award (LOA) is liable for cancellation.

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

3.37.3 The successful Tenderer shall sign the Agreement within 30 days from date of issue of Letter of Award (LOA) by KPL. The successful tenderer shall furnish Performance Guarantee in the standard format for an amount equal to 10% of the accepted tender value in the form of the Bank Guarantee (BG) issued by any Scheduled Bank/Nationalised Bank enforceable and encashable at Chennai before signing the agreement for Supply of Oil Spill Response Equipment for Kamarajar Port Limited as per the specifications mentioned in the Scope of the work of the tender. If the successful Tenderer fails to come forward within the stipulated time of 30 days to sign the Agreement, the Letter of Award (LOA) is liable for cancellation. The Tenderer shall not be allowed to sign the Agreement without submitting BG towards the Performance Guarantee.

3.38 COMMENCEMENT OF CONTRACT

The Tenderer who has been awarded with the contract should supply the oil spill response equipment within 5 months after the acceptance of letter of award as per the specifications

mentioned under section 4 Scope of work of the tender. Date of acceptance of letter of award will be considered as date of commencement of work.

3.39 INSURANCE:

The successful Tenderer shall take suitable Comprehensive Insurance keeping nature of job at his cost for his personnel engaged at Kamarajar Port Ltd., for the said work. Also submit proof of payment of insurance premium to Kamarajar Port Ltd., on or before the supply of oil spill response equipment.

3.40 In case of failure to supply the oil spill response equipment as per the specifications mentioned in the scope of the tender, the payment will not be made for the same and penalty clause shall be applicable as mentioned in the clause No. 6.2 said in the tender document.

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

3.42 PAYMENT TERMS:

Payment shall be arranged as mentioned below:

- a. 10% payment after signing the agreement and submission of details of the oil spill response equipment as per the list along with specifications approved by IACS registered class surveyor as per clause No. 5.12.
- b. 20% after initial inspection of the oil spill response equipment at the manufacturer's location.
- c. 20% after the pre-dispatch inspection and third party inspection by The International Association of Classification Societies (IACS) registered class surveyor of the oil spill response equipment at the manufacturer's site.
- d. 50% after the delivery of oil spill response equipment as per the scope of work of the tender along with test certificates, third party inspection certificate by IACS registered class surveyor, instruction and operations manuals, maintenance manuals and on imparting training to all the concerned personnel on the deployment, operation and maintenance of the oil spill response equipment as per tender.

3.43 Kamarajar Port Ltd.'s Right to cancel the bidding process

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

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

3.45 Corrupt or Fraudulent Practices

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

3.46 Right to Foreclose the Contract:

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

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

Upon occurrence of the events specified in the above (i), (ii) & (iii), KPL or Government of India reserves the right to foreclose the contract at any point of time during the contract period on issue of the Termination notice under the provision of the Termination clause 3.58 of the Tender, the KPL shall not be liable to compensate the contractor or any other person for any losses or estimated loss or profit during such period.

3.47 CARE AND DILIGENCE

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

3.48 EXECUTION:

The Contractor shall in consideration of payments to be made to him as hereinafter provided, execute and perform the work set forth as described in the tender, including any amendments or additions or alterations or changes thereto.

3.49 NOTIFICATION OF AWARD:

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

3.50 INDEMINITY:-

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

3.51 Damage to persons and property:

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

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

3.52 LAWS:

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

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

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

3.53 ECS/RTGS PAYMENT

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

Particulars of the bank A/C

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

3.54 Mode of measurement and payment

Payment shall be made on the basis of proper execution of contract by supplying the oil spill response equipment as per the specifications mentioned in the scope of work of the tender.

3.55 ESCALATION

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

3.56 ASSIGNMENT AND SUB-LETTING :-

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

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

3.57 DISPUTE BETWEEN THE CONTRACTOR AND KAMARAJAR PORT LTD.

In case of any dispute arising out of the contract, the contractor may submit a written application indicating the same within 15 days of the occurrence and submit it to the General Manager (Marine Services) for settlement. If the contractor feels aggrieved with the decision of General Manager (Marine Services), he may appeal to the Managing Director, KPL. If the contractor is not satisfied with the decision, he may refer the dispute to Dispute Resolving Mechanism as stated below:

- a. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.
- b. Disputes shall be settled by arbitration in accordance with the following provisions:

The parties shall seek to resolve in good faith any dispute or difference arising between them in respect of any matter connected with this Agreement in the manner as stated above. Further, if the parties cannot resolve any such dispute, then disputes shall be referred to the award of three (03) arbitrators (one to be nominated by the “Contractor” and one by “Employer”. The third arbitrator (Umpire) to be appointed by the said arbitrators in writing before proceeding the reference. The decision of the arbitrators or in the event of their not agreeing, of the Umpire appointed by them shall be complied with by parties to the contract and the provision of the Arbitration and Conciliation (Amendment) Act, 2021 and the rules hereunder and any statutory modification thereof shall be deemed to apply to such reference and deemed to be incorporated in the Contract. The joint Arbitrators/Umpire may from time to time with the consent of parties shall enlarge the time for making and publishing the award. The joint Arbitrators/ Umpire will be bound to give claim-wise detailed and speaking award and it should be supported by reasoning.

Only question and disputes as were raised during the execution of the work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating liabilities of the parties after completion of the work. While invoking arbitration the parties shall give a list of disputes with amounts in respect of each dispute along with the notice for appointment of

Arbitrators.

If the Contractor does not make any demand for appointment of Arbitrator in respect of any claims in writing as aforesaid within 120 days of receipt of intimation from General Manager (MS) that the final bill is ready for payment, the claim of Contractor shall be deemed to have been waived and absolutely barred and the Employer shall be discharged and absolved of all liabilities under the contract. The jurisdiction of all suits/proceedings arising out of this contract shall be at Chennai only.

3.58 TERMINATION OF CONTRACT:-

The Contract can be terminated under the following cases:

- 3.58.1 KPL reserves the right to terminate the contract as mentioned in various relevant Clauses of the Tender.
- 3.58.2 Contractor's failure or omission or neglect or negligence or default to comply with or perform any of his duties, obligations under any of the Articles/Clauses of the Agreement or Tender.
- 3.58.3 In case of indiscipline of the personnel engaged by the contractor or refusal to carry out the orders of the General Manager (MS) or his authorized representative.
- 3.58.4 The Contractor fails to provide the supply of oil spill response equipment in time as per the specifications/requirement of Kamarajar Port Ltd.
- 3.58.5 The Contractor fails to fulfill the statutory requirements and other conditions as indicated in the Tender Document for this contract.
In case, the Contract is terminated for any of the above reasons, the Security Deposit towards Performance Guarantee shall be forfeited and BG encashed.

3.59 EXIT :-

In case the Contractor desires to discontinue this contract with Kamarajar Port, the Contractor shall give a minimum of three months notice to Kamarajar Port. If the oil spill response equipment are not supplied for as required by the KPL, the Penalty Clause as applicable in the Contract shall be enforced. Extension may be given due to unforeseen events with proper justification by the bidder.

3.60 FORE CLOSURE:-

- 3.60.1 Kamarajar Port has the right to Foreclose the contract for National Security, National Emergency and in general public interest or for any other reasons, Kamarajar Port feels deemed fit. The Kamarajar Port will issue a written notice of not less than one week of the intended foreclosure to the Contractor specifying therein reasonable details, the reasons for foreclosure and expressing readiness to relieve all undertakings of the Contractor and the Contractor withdraw the crew engaged and employ them anywhere he intends to go. Contractor shall continue to work in the notice period at the same Rate quoted.

GENERAL MANAGER (MS)
KAMARAJAR PORT LTD.

4. SCOPE OF WORK

4.1 SCOPE OF CONTRACT

4.1.1 Responsibility: Contractor has to supply the following oil spill response equipment as per the specifications mentioned below for each equipment:

Item	Description	Quantity
1	Boom (Internal Rectangular Foam Filled Boom) Including 5 Nos. of Boom Reel i.e., one boom reel for each 200 meters.)	1000 m
	Diesel engine driven Hydraulic Power pack	5 Nos.
	Boom Repair Kit for Boom	2 full sets
	Containers	5 Nos. (1 container for each 200 meters). Container shall be brand new and in good condition.
	<u>Technical data</u>	
	Total height (mm)	950 (+/- 10)
	Freeboard (mm)	400 (+/- 10)
	Draft (mm)	550 (+/- 10)
	Section length (m)	25
	Connection between sections	ASTM
	Fabric	Neoprene / synthetic rubber Oil, UV & Seawater resistant.
	Tensile Strength	300N/mm as per ASTM D751
	Colour	Orange
	Buoyancy elements	Closed cell PE foam as per ASTM D5734 1 to 1.5 m long independent compartment.
	Ballast chain	Hot dip galvanized steel grade 80 with 80 micron Galvanization and tested as per IS 2629/ASTM 123, ASTM A 413, IS 2633
	Nut Bolts & Fasteners	SS 316 with TPI Certificate
	Anchoring points	1 in the middle of the section. - Marked with a reflective strip. - Fitted with 12mm bow

		type shackle. Anchor point should have a 3 ton load test capacity which has to be validated by 3rd part agency.	
	Weight (kg/m)	Min 8 kg/m	
	Buoyancy to weight ratio	Min 3 : 1	
	Technical data (Hydraulic driven reel):		
	Capacity	To wind 200 m of Foam filled booms	
	Material of construction	Marine grade 'A' steel	
	Painting system	- Sand blast: SA 2 ½ - Epoxy Zinc primer: 75 microns - Epoxy polyamide primer: 200 microns - Aliphatic polyurethane topcoat (RAL 7021): 60 microns	
	Reduction gear	High torque planetary gearbox / Chain drive	
	Speed range	0 to 10 rpm	
	Max. hydraulic flow	30 l/min	
	Max. hydraulic working pressure	160 bar	
	Counterbalance valve / Dual crossover relief valve	Required to avoid jerk	
	Transport and handling	Fork lift tunnels and homologated lifting points.	
	Hydraulic connectors	- Stainless steel according ISO 7241-1 B series. - Pressure and return: ½" male and female - Drain ¼" male.	
	Dry weight	1000 to 1700 kg +/- 10%	
	Cover	Weather proof cover to be provided	
	Technical data (Hydraulic Power pack)		
	Hydraulic Flow	30 LPM	

	Hydraulic Pressure	200 Bar	
	Engine type	Diesel engine	
	Engine Power	Min. 10 kW	
	Engine start	Electric start	
	Engine protection	Low oil, high temp shutdown	
	Emergency shutdown	Required	
	Gauges	Fuel gauge	
	Air breather	For hydraulic oil tank	
	Control valve	Flow control valve & direction control valve to be provided	
	Return line filter	For hydraulic oil tank	
	Power Pack Frame	Marine grade 'A' steel	
	Spark Arrestor	Required – PESO certified	
	Hydraulic Oil	ISO 68 grade Indian make oil to be provided for Powerpack	
	Lifting points	Required	
	Painting	Epoxy Coating 1 coat primer and 2 coats finish	
	Transportability	Should sit properly on deck of rolling vessel	

- 4.1.1 The contractor shall supply all relevant accessories which includes all not limited to repair kit, spare parts kit, hydraulic hose set, power packs, filters set, battery-operated High-Pressure Spray Water Gun (4 Nos.), multipurpose cordless machine for grinding, cutting, scrubbing with multi type wheels, double ended spanner set, Allen key, 500 g hammer, nose player, multi meter etc.
- 4.1.2 The contractor shall supply suitable containers and boom reels for keeping the boom. All containers shall be brand new and must be in good condition and painted with marine grade paint to withstand with marine environment.

5. SPECIAL CONDITIONS

- 5.1 The successful tenderer shall submit the details of plan for supply of equipment along with the specification as per the specifications of the tender document within 1 month after accepting the letter of award.
- 5.2 The rate quoted by the Tenderer shall be firm and not subject to fluctuation at any stage till the completion of the contract. The prices quoted must be filled in BoQ format attached with the Tender Document. The rate quoted shall be inclusive of taxes and all charges excluding GST.
- 5.3 It will be entirely the Tenderer's responsibility to take required steps to adequately safeguard the personnel engaged by him and to ensure that the work is carried out in such a manner that maximum safety to the personnel and for the Equipment operated by them is assured and also all personnel are wearing adequate Personal Protective Equipment (PPE).
- 5.4 The Tenderer shall be deemed to have satisfied himself before submitting the tender as to the correctness and sufficiency of his tender for the work and of his prices stated in the BoQ format as to cover all his obligations under the contract for proper completion of the work.
- 5.5 The Contractor should follow all the Statutory Acts of State and Central Government.
- 5.6 The Contractor shall not engage persons who are below 18 years and not good in swimming and floating in water.
- 5.7 No correspondence will be entertained by Kamarajar Port Ltd. from any unsuccessful tenderer after opening the Price Bid.
- 5.8 KPL reserves the right to cancel the Tender process without assigning any reason and any liability.
- 5.9 Validity of the Tender: The Tender submitted by the Tenderer shall remain valid for a period of 180 days from the date of opening the Technical Bid.
- 5.10 In the event of the Tenderer withdrawing the tender after its

submission and before the expiry of the validity period, the Tenderer's offer shall be cancelled.

5.11 The personnel engaged by the contractor shall not be allowed to work without wearing proper uniform/ apparel appropriate for his work and all personnel shall wear adequate PPE.

5.12 The contractor shall get approved the specifications of the oil spill response equipment by IACS registered class surveyor before commencement of manufacturing. Further, the contract shall arrange inspections of oil spill response equipment as follows:

5.12.1 Preliminary inspection of oil spill response equipment as per the scope of work by KPL officers at the manufacturer's site.

5.12.2 Third party inspection of oil spill response equipment as per the scope of work by IACS registered class surveyor in the presence of KPL officers at the manufacturer's site.

5.12.3 The contractor has to arrange the above said two inspections at his own cost including all not limited to air fare (to & fro), lodging & boarding, local conveyance etc., for the KPL officers. Maximum two officers may attend the inspection for each visit.

5.13 The contractor shall supply the oil spill response equipment as per the scope of work and commissioning to be done at the following address during working hours:

General Manager (MS)

Kamarajar Port Limited

Vallur Post, Chennai 600120

The contractor has to make all arrangements for loading, ex-works, unloading at site, manpower, vehicles etc., complete at his own cost.

6. COMMERCIAL CONDITIONS

6.1 SECURITY DEPOSIT

The successful Tenderer should deposit 10% of the total contract value towards Security Deposit in the form of unconditional and irrevocable Bank Guarantee from a Nationalized / Scheduled Bank enforceable/encashable at Chennai only valid for a period of 17 months plus 3 months (i.e., 5 months for supply of equipment + 12 months warranty period + 3 months for claim period = 20 months in total) prior to signing the agreement i.e. within 30 days from the date of issue of Letter of Award.

Security deposit shall be valid till the warranty period of the oil spill response equipment and if contractor fails to do service/repairs of the oil spill response equipment as per the scope of the warranty within the warranty period, KPL has the right to forfeit the performance guarantee at the sole discretion of KPL.

6.2 PENALTY :

6.2.1 If the contractor fails to submit the details of plan to supply the oil spill response equipment along with specifications within 1 month as per the clause 5.1, KPL reserves the right to cancel the contract.

6.2.2 If the contractor fails to supply the oil spill response equipment as per the specifications mentioned under the scope of work of the tender within 5 months from the date of letter of acceptance of letter of award by the successful tenderer, KPL has the right to forfeit the full performance guarantee.

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

Annexure I

DETAILS OF PAST EXPERIENCE (Refer Clause 2.1.1)

(in the last 7 years ended on __/__/____)

S.No	Name of work	Firm name	Contract value	Executed period

SIGNATURE OF THE TENDERER
WITH SEAL

Annexure – II

(ii) DETAILS OF TURN OVER (Refer Clause 2.1.2)
(in the last 7 years ended on __.__.____)

Financial Year	Turn Over (Rs.)
2022-23	
2023-24	
2024-25	

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

SIGNATURE OF THE TENDERER WITH
SEAL

Annexure – III

FORMAT OF THE COVERING LETTER

(To be submitted by the Tenderer)

Date:

The Managing Director,
Kamarajar Port Ltd.,
No.1, Rajaji Salai,
Kamarajar Port Ltd. – 600 001
Dear Sir,

Sub: Tender for SUPPLY OF OIL SPILL RESPONSE EQUIPMENT
FOR KAMARAJAR PORT LIMITED UNDER TWO COVER
SYSTEM – Reg.

Please find enclosed our proposal in respect of Tender for
SUPPLY OF OIL SPILL RESPONSE EQUIPMENT FOR KAMARAJAR
PORT LIMITED UNDER TWO COVER SYSTEM in response to the
Tender issued by the Kamarajar Port.

We hereby confirm the following:

- 1) The proposal is being submitted by----- (Name of the firm) in accordance with the conditions stipulated in the tender documents.
- 2) As the Qualified Applicant (Name of firm), we hereby confirm that as the Qualified Applicant invited to submit our proposal in response to the tender documents issued to us, there has been no change in the roles as were originally evaluated in course of the tender process.
- 3) We have examined in detail and have understood the terms and conditions stipulated in the tender document issued by KPL and in any subsequent communication sent by KPL. We agree and undertake to abide by all these terms and conditions. Our proposal is consistent with all the requirements of submission as stated in the tender document or in any of the subsequent communications from KPL.

- 4) We confirm to provide crews as per the requirement of the Kamarajar Port to carry out works as mentioned in the contract
- 5) We confirm that there are no conditions in our financial proposal and our Financial Proposal is unconditional and submitted online.
- 6) We confirm that while quoting, all the expenses are taken into consideration and subsequent escalation the cost and changes which may occur in the execution of the contract.
- 7) We hereby confirm that there shall not be any escalation and no such request will be made in the rate quoted during the entire period.
- 8) The information submitted in our tender is complete, is strictly as per the requirements as stipulated in the tender document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our tender.
- 9) We confirm that we have studied the provisions of relevant Indian laws and regulations, Guidelines and Kamarajar Port Scale of Rates and statement of conditions thereof as amended from time to time to enable us to prepare this proposal and as required in the contract in the event that we are the successful tenderer.
- 10) We confirm that all the terms and conditions of the proposal are firm and valid for acceptance for a period of 180 days from the last Due Date for the submission of this proposal.

For and on behalf of

Signature with seal

(Authorized Representative and Signature)

Name of Person

Designation

Annexure – IV

FORMAT OF THE LETTER OF ACCEPTANCE

Date:

The General Manager(MS)

Kamarajar Port Ltd.

Chennai – 600120

Dear Sir,

Sub: *Tender for SUPPLY OF OIL SPILL RESPONSE EQUIPMENT FOR KAMARAJAR PORT LIMITED UNDER TWO COVER SYSTEM*

This has reference to the Proposal being submitted by the -----
(Name of the Applicant) in respect of the Contract for SUPPLY OF OIL
SPILL RESPONSE EQUIPMENT FOR KAMARAJAR PORT LIMITED
UNDER TWO COVER SYSTEM in response to the tender document
issued by Kamarajar Port

We hereby confirm the following:

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

For and on behalf of :

Signature :

(Authorised Representative and Signatory):

Name of Person :

Designation :

1.

2.

Annexure – V

MEMORANDUM

We hereby tender for the execution of contract at Kamarajar Port Ltd. for SUPPLY OF OIL SPILL RESPONSE EQUIPMENT FOR KAMARAJAR PORT LIMITED UNDER TWO COVER SYSTEM in the underwritten memorandum within the time specified in such memorandum at the rates specified therein and in all respects in accordance with the specifications, scope of work, terms and conditions and instructions in writing referred to in the various Clauses of Conditions of the contract and with such specifications as are provided for and in all respects in accordance with such conditions/instructions to tenderers so far as possible.

1. General Description: Tender for SUPPLY OF OIL SPILL RESPONSE EQUIPMENT FOR KAMARAJAR PORT LIMITED UNDER TWO COVER SYSTEM
2. Estimated Cost: **Rs.2,35,09,690.00**
3. Earnest Money: **Rs.4,70,193.80** (Rupees Four Lakhs Seventy Thousand One Hundred and Ninety Three point Eight only).
4. Security Deposit: 10% of the accepted tender value in the form as specified in Clause 6.1 of Commercial conditions.
5. Commencement of contract. Within 30 days from date of Letter of Award.
6. Delay in commencement of work: Performance security shall be forfeited or Bidder will be kept under blacklisted at the sole discretion of KPL.

To execute all the works involved in SUPPLY OF OIL SPILL RESPONSE EQUIPMENT FOR KAMARAJAR PORT LIMITED referred to therein the tender documents upon the terms and conditions contained or referred to therein and carryout such deviations as may be ordered.

Signature with date and Seal For and behalf of

.....

Annexure – VI

PRICE BID/BILL OF QUANTITIES

The BoQ can be filled online only in 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 bidder name and values only. The bidder shall not disclose rates anywhere during the technical evaluation documents:

S. No	Description of the item	Qty	Unit	Rate per unit in Rs. (Excluding GST)	Amount in Rs. (Excluding GST)	GST %	Total amount including GST in Rs.
1	Foam filled boom – 1000 meters along with accessories as per the specifications mentioned under Clause 4.1.1 of the tender document.	1	Set				
SAMPLE FORMAT Note: The firm shall not fill the rates on this page. However, the firm shall fill the rates in the excel sheet uploaded in the GeM portal only in addition to the GeM BoQ.							
Total amount (in Rs.)							

Note:

- 1. The rate quoted shall be inclusive of all taxes except GST, which will be reimbursed as per actual as per the stipulated relevant condition.*
- 2. The tenderer shall quote as per BoQ for each item.*

Annexure – VII

FORMAT FOR POWER OF ATTORNEY

Dated:

POWER OF ATTORNEY

To Whomsoever It May Concern

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

(
Address), acting as _____

(Designation and name of the firm), and whose signature is attested

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

(Attested signature of Mr. _____)

For _____ (Name of the Tenderer)

For _____ (Name of the Tenderer)

Annexure VIII

Bid Security Declaration

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

Tender No.: KPL/MS/HSE/OSR_Equipment/2026

Date: __/__/____

To,
General Manager (Marine Services)
Kamarajar Port Limited,
Vallur Post,
Chennai – 600 120.

Sir,
Sub: Tender for SUPPLY OF OIL SPILL RESPONSE EQUIPMENT FOR KAMARAJAR
PORT LIMITED – Reg.

I/We. The undersigned, do hereby declare that:

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

- a) 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 before the opening of Technical bid.)

Annexure- IX

DECLARATION

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

Ref: Tender No KPL/MS/HSE/OSR_Equipment/2026

To

General Manager (MS)

Kamarajar Port Limited, Chennai

Sir

Sub: SUPPLY OF OIL SPILL RESPONSE EQUIPMENT FOR
KAMARAJAR PORT LIMITED -reg.

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

- (a) The information furnished in our bid is true and accurate to the best of my/our knowledge.
- (b) That in case of being pre-qualified, we acknowledge that the KPL may invite us to participate in due time for the submission of a tender on the basis of provisions made in the tender documents to follow.
- (c) When the call for tenders is issued, if the legal, technical or financial conditions or the contractual capacity of the firm changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- (e) We also state that no changes have been made by us in the downloaded tender documents and also understand that in the event of any discrepancies observed, the printed tender document No. KPL/MS/HSE/OSR_Equipment/2026 is full and final for all legal / contractual obligations.

- (f) We M/s -----
----- do hereby confirm that Mr -----
----- (Name, designation and Address) is authorized
to represent us to bid, negotiate and conclude the agreement
on our behalf with you against tender no.
KPL/MS/HSE/OSR_Equipment/2026 and his specimen
signature is appended here to.
- (g) We confirm that we shall be bound by all and whatsoever our
said signatory shall commit.
- (h) We understand that the communication made with him by
the Employer shall be deemed to have been done with us in
respect of this Tender.
- (i) I/We certify that the details as furnished by me/us have been
verified and found correct. We have not made misrepresentation
with the view to get the contract in our favour. If any information is
found to be not correct, the contract awarded to us shall be liable
for cancellation by Kamarajar Port and we shall be liable to pay the
Kamarajar Port such damages as Kamarajar Port may be put to,
due to termination of the contract.
- (j) I/We, hereby offer price details in Price Bid only. If price found
anywhere in Techno-Commercial Bid, the offer is liable for
rejection.

Place:

Date:

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

Annexure X
FORM OF PARTICULARS

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

16. (i) Central/State labour Licence No. :
(ii) ESI Registration No. :
(iii) PF Registration No. :
17. Any other information :

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

Place:

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

Date:

Annexure XI
AGREEMENT
(SAMPLE AGREEMENT)

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

BY AND BETWEEN

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

AND

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

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

The Contractor hereby agrees to SUPPLY OIL SPILL RESPONSE EQUIPMENT FOR KAMARAJAR PORT LIMITED as per the Tender No. KPL/MS/HSE/OSR_Equipment/2026 (herein after called the 'said service') for the period of _____ months commencing from and expiring on

1. In this agreement works and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents shall deemed to form and be read and construed as part of this agreement viz:

- a) Tender No. KPL/MS/HSE/OSR_Equipment/2026 including addendums / corrigendums issued by KPL
 - b) The Letter of Award/Acceptance
 - c) The Tender
 - d) Special Conditions of Contract
 - e) General Conditions of Contract
 - f) Scope of Work
 - g) The Priced Bill of quantities (Price Bid)
 - 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 agree 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, fax or by courier (with proof of delivery) to the following address:-

Annexure XII

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

To

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

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

WHERE the Principal has placed a Letter of Award/Acceptance dt. _____ against _____ Tender No. KPL/MS/HSE/OSR_Equipment/2026 for providing service contract for Oil Spill Response and maintaining Oil Spill Response Equipment for Kamarajar Port" (hereinafter called "the said contract") in favour of M/s _____ having its registered office at _____ (hereinafter called "the Supplier") which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns.

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

WHERE AS we _____ (Bank name and address) the 'Guarantor' have been requested by the Supplier to issue a performance guarantee for Rs. _____ (Rupees

_____only) in favour of the Principal and we the Guarantor are in agreement to do so.

NOW THIS AGREEMENT WITNESETH that in consideration of the aforesaid promises, we, the Guarantor _____(Bank name & address) hereby confirm our agreement and undertake to pay to the Principal upon demand in writing whenever required by them to do so such sum or sums of money not exceeding the said sum of Rs. _____ (Rupees _____only) arising out of any loss or damage suffered or that may be suffered by the Principal due to Non Compliance of the scope of work only against the said Contract which arise during the agreed period as said above, in the said Contract.

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

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

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

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

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

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

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

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

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

This Bank Guarantee shall be valid upto _____

We are liable to pay the Guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date after three months)

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

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

Annexure XIII
DRAFT INTEGRITY PACT

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

GENERAL

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

BETWEEN

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

AND

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

Preamble

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

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

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

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

NOW, THEREFORE,

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

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

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

Commitments of the PRINCIPAL/EMPLOYER

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

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

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

If the PRINCIPAL/EMPLOYER obtains information on the conduct of any of its employees with full and verifiable facts and the same is

prima facie found to be correct which is a criminal offence under the Indian Penal Code / Prevention of Corruption Act, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Commitments of the BIDDER / CONTRACTOR

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

- i. The Bidder /Contractor will not enter with other Bidder / Contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- ii. The Bidder/Contractor will not commit any offence under the Indian Penal Code, 1860 / Prevention of Corruption Act, 1988 further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- iii. The Bidder / Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any officer of the Principal/Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- iv. The Bidder/Contractor further undertakes that it has not given, offered or promised to give directly or indirect any bribe, gift, consideration, reward, favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any officer of the Principal/Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the

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

- v. The Bidder / Contractor of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- vi. Bidder / Contractors shall disclose the payments to be made by them to agents or any other intermediary, in connection with this bid/contract.
- vii. The Bidder / Contractor further confirms and declares to the Principal/ Employer that the Bidder / Contractor is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal/Employer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder / Contractor, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- viii. The Bidder / Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officers of the Principal/Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

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

- x. The Bidder / Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- xi. The Bidder / Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal/Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- xii. The Bidder / Contractor commits to refrain from giving any

complaint directly or through any other manner without supporting it with full and verifiable facts.

- xiii. The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- xiv. If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the

Principal/Employer, or alternatively, if any relative of an officer of the Principal/Employer has financial interest / stake in the Bidder / Contractor's firm, the same shall be disclosed by the Bidder / Contractor at the time of filing of tender. The term "relative" for this purpose would be as defined in Section 6 of the Companies Act 1956.

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

Previous Transgression

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

Sanction for Violations

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

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

- other BIDDER / CONTRACTOR (s) would continue.
- (ii) The 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 - 140 308, (Punjab)
Mobile: 9968607788
Email: jatinderbir@gmail.com
2. Shri. Muvvala Kondala Rao, IFoS (Retd)
201, Kalakunj-B Cooperative Society,
Lane 6, Dahanukar Colony,
Kothrud, Pune - 411038,
Maharashtra
Mobile: 9422161512
Email: 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.

- (b) The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- (d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of Kamarajar Port Limited.
- (e) The BIDDER / CONTRACTOR(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PRINCIPAL including that provided by the BIDDER / CONTRACTOR.

The BIDDER / CONTRACTOR will also grant the Monitor, upon

his request and demonstration of a valid interest unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder /

Contractor / Subcontractor(s) with confidentiality.

- (f) The Principal / Employer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor, the option to participate in such meetings.
- (g) The Monitor will submit a written report to the designated Authority of

Principal / Employer / Chief Vigilance Officer of Kamarajar Port Limited within 8 to 10 weeks from the date of reference or intimation to him by the Principal / Employer / Bidder / Contractor and should the occasion arise, submit proposals for correcting problematic situation.

- (h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (i) If the Monitor has reported to the Principal substantiated suspicion of an offence under the Indian Penal Code, 1860 / Prevention of Corruption Act, 1988 and the Principal / Employer has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (j) The word “Monitor” would include both singular and plural.

Facilitation of Investigation

In case of any allegation of violation of any provisions of this

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

Other Provisions

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

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

Law and Place of Jurisdiction

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

Other Legal Actions

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

Validity

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

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

Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
Equal treatment of all Bidders / Contractors /Sub-Contractors

- (a) The Bidder / Contractor undertake to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (b) The Principal will enter into agreements with identical conditions as this one with all Bidders / Contractors and Sub-Contractors.
- (c) The Principal will disqualify from the tender process all Bidder /

Contractors who do not sign this pact or violate its provisions.

The parties hereby sign this Integrity Pact at _____ on

_____.
 The Principal represented
 by the MD,
 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: