

Request for Proposal for Fertilizer (Urea & Non-Urea) Bagging & Dispatch Activities for 2 Years

Proposals are invited by Karaikal Port Private Limited, Karaikal ("KPPL") from the reputed experienced bidders as two bids system, meeting the following Minimum Eligibility Criteria for the "Fertilizer (Urea & Non-Urea) Bagging & Dispatch Activities for 2 Years" ("Fertilizer").

KPPL has the right to further extend the contract period at the same terms & conditions.

Volume of Work (Expected per Annum)

Expected Volume of work is about 0.5 MMT per annum.

Expected volume is only estimates and are not guaranteed by KPPL. Traffic Volume are fairly consistent through the year. However, there will be minor seasonal fluctuations.

Scope of Work:

Scope shall include the following but not limited to:

A. Warehouse operations and bagging

1. To depute supervisor for monitoring the warehousing operation which includes stacking of bulk cargo, high heaping, safety of ware house and storage of goods;
2. To employ tally clerks to execute the work in speedy, efficient and clean manner and to maintain records of the operations at the specified warehouse / godown;
3. To provide sufficient number of weigh scales for bagging; weigh scales shall be calibrated frequently as required
4. To engage laborers for heaping / de-heaping, bagging by mechanical / manual and stacking of cargo;
5. To depute shore supervisor to speed up the packing operation and the supervise the entire operation to maintain zero spillage / zero pilferage;
6. To de-heap and pack in bags by standardizing by manual mode / method or by bagging machine, double stitching as per requirement of KPPL manually or by bagging machine, stacking and loading the bags for road / railway dispatch and ensure the availability of thread as specified in clause 19 below for continuous stitching;

7. The weight of each individual bag after standardization with product shall be as per statutory guidelines prescribed under the Legal Metrology Act, 2009 and Legal Metrology (Packaged Commodities) Rules, 2011, and any amendments thereof FCO regulations etc., and other applicable acts, rules and regulations which are VERY VITAL.
8. The Contractor shall note that, use of hooks while handling product Bags is strictly prohibited.
9. Stacking of standardized cargo shall be done in countable lots and upto a maximum height of 20 bags.
10. That the stacked bags are required to be covered neatly with the tarpaulins.
11. Contractor shall maintain adequate records for such standardized bags. Port reserves the right to check the weightment of bags.
12. Re-stitching & Re-standardization of fertilizer bags:
 - i. Any defective stitched and/or underweight / overweight, cut & torn, cross-stitched, half-filled & soiled product bags wherever and whenever noticed shall be re-standardized, and re-stitched. Product from these cut & torn, cross-stitched, half-filled & soiled bags are to be transferred into sound bags, weighed exactly to 45/50kgsnett and standardized and stitched.
 - ii. All the cut and torn bags that are generated during travel, bagging/loading operations shall be re-standardized, and re-stitched.
13. The Contractor shall utilize storage space in the most efficient manner possible.
14. The Contractor shall take all steps to preserve the quality of the material in good condition and avoid contamination with dust and other foreign materials.
15. The Contractor shall arrange collection of spillages promptly on and Warehouses and avoid spillages getting mixed with the sweepings.
16. The Contractor shall deploy sufficient manpower to bag the Cargo either manually or using bagging machines provided by KPPL at a daily rate sufficient to load minimum 2 rakes and to load 500 MT by road.
17. The Contractor shall arrange for neem oil coating for fertilizer cargo as required.
18. The Contractor shall conduct bagging in such a manner that availability of bagged Cargo does not become a constraint for carrying out day to day dispatches.
19. Bagging shall include manual bagging that entails filling the bulk Cargo in bags in order that each filled bag contains the standard net weight of 45 Kgs. in the case of Urea and 50 Kgs. in the case of other cargo or the weight as prescribed by KPPL from time to time, removing the bags from the scale, stitching by using threads of Green colour polyester thread 200 gm 3 ply or as per KPPL specifications in appropriate and satisfactory manner and carrying the stitched bags and stacking them or directly load them into Trucks. Bagging shall also include bagging using the bagging machines provided by KPPL and stacking the bagged cargo or loading them directly into trucks. The rate for bagging shall include the cost of twine to be used for stitching.

- Separate rate to be provided if bagging is done manually and when bagging is done using bagging machines provided by KPPL.
20. The Contractor shall segregate any damaged product and take up only sound cargo for bagging.
 21. Filled bags shall be open to random weighment by KPPL's representative or importer's representative. If any variation in weight is observed, the Contractor shall empty and re-bag such quantity at no extra cost to KPPL.
 22. Filled bags are to be stacked in a countable manner.
 23. The Contractor will provide dunnage of polythene liners to protect the Cargo.
 24. The Contractor will not use hooks during all the handling operations.
 25. The Contractor shall avoid damage/dicolouration to bags due to rough handling or walking over during bagging and stacking.
 26. Wherever cut and torn or mouth-open bags are found in stacks, Contractor shall re-bag them at his own cost. The Contractor shall bag damaged material separately.
 27. The Contractor is responsible for stacking empty gunnies/bags in a countable manner, maintain accounts relating to receipt, usage and dispatch of the bags/gunnies including empty bags/gunnies and damaged bags/gunnies accurately and furnish such accounts to KPPL on a weekly/monthly basis. The Contractor shall be allowed for 0.15% allowance towards handling loss on empty gunnies bags.
 28. To arrange sufficient number of equipment including fuel for the mechanical bagging operations by coordinating with KPPL;
 29. To deploy sufficient laborers for bagging. The bagging rate shall be maintained at 6000 MT per day; Ensure to load only fit/sound and 45/50Kgs product bags into trucks/ Wagons and any defective bags such as cut & torn or underweight / overweight bags are not loaded and kept segregated for standardization.
 30. To deploy sufficient laborers for bagging the cargo and for sweeping and repacking of damaged bags during the entire operation and to load the cargo into the outstation trucks for liquidating
 31. The Contractor shall take responsibility for re-bagging if any bag is found to be less than 45/50 kilos nett at his own cost, viz. cost of the bags, bagging, stitching etc. In case of any written complaints from the parties receiving the bags, an appropriate amount will be deducted from the bills of handling Port
 32. To maintain daily inventory of the storage and tally the cargo shifted / dispatched / received;
 33. To provide daily report regarding dispatch, arrival and stock with necessary supporting documents in the form provided by KPPL;
 34. To provide cargo-in-turn and cargo-out-turn report, respectively, upon completion of cargo acceptance and dispatch,
 35. To carry out all road dispatch which includes loading or unloading of the cargo for road movement on/from dispatch/receipt trucks and to ensure all the receipt and dispatch trucks are weighed at KPPL weigh bridge and that the dispatch trucks are suitably covered prior to leaving Port Site precincts;

36. To carry out rail dispatch / receipt activities including and not limited to the following;
- To high stack the cargo at railway yard sufficiently prior in time so as to load the rail rakes in allowed free time by the railways;
 - To ensure all the wagon are clean and provide tarpaulins if required to spread in the wagons prior loading of cargo (dunnage);
 - To weigh the cargo shifted to / from the railway yard and record the results;
 - To load or unload the rail mode dispatch wagons with cargo and complete the rake within the allowed free time by railways;
 - To submit rake wise dispatch report and such other report required by KPPL on daily basis with supporting documents;
 - To submit the R.R's through messenger/courier at the rail destination;
 - To ensure all the cargo loaded into wagons prior to leaving KPPL railway siding;
 - Upon arrival all wagons to be swepted and tarpaulin sheet to be spread. Upon completion of rake, the doors to be properly closed and any gaps to be packed with dunnage sheets.
37. The contractor shall strictly maintain the general housekeeping regularly in and around the Service area regularly while loading, unloading, storing, stacking, and warehousing and transportation of the cargo.

B. Working Hours:

- i. The Contractor shall provide services for handling of Cargo round the clock, subject to the shift change timings and lunch time, without affecting the Cargo Operations including holidays with proper approval from the concerned Government/Labour authorities KPPL shall provide assistance in documentation towards obtaining necessary permission from Government authorities, if required.
- ii. The Contractor shall ensure that Cargo Operations at the Port are carried out for a minimum of 21 hours per day.
- iii. The Contractor shall ensure that the maximum time taken for shift change (from 0800 hours to 0900 hours and 2000 hours to 2100 hours) and lunch break (from 1300 hours to 1400 hours) does not exceed 3 hours per day.

C. Road dispatch

- a. The Contractor shall load only the sound bags which will weigh net weight of 45 Kgs in the case of Urea and 50 Kgs in the case of other cargo or the weight as prescribed by KPPL for dispatch through trucks supplied by the importer with the requisite paperwork as required by KPPL and by statutory

- authorities.
- b. The Contractor shall maintain adequate labour and equipment so as to load 500 MT per day on a 24x7 basis.
 - c. The Contractor shall ensure that trucks are weighed at KPPL weighbridges and that the dispatch trucks are suitably covered with tarpaulin prior to leaving the port precincts.

D. Rail dispatch

- a. The Contractor shall coordinate with KPPL's authorized representatives on a daily basis to get loading plan for the day so as to schedule cargo intercarting without any hurdle to the next rake.
- b. The Contractor shall maintain labour and equipment in sufficient numbers and sufficient technical condition so as to intercart and load at least 2 full rakes per day. The average distance from warehouse to railway siding is 1.5 Kilometers.
- c. The Contractor shall ensure cargo intercarting of the bags assigned by KPPL's authorized representatives and shall be responsible to move the cargo from warehouse to railway siding prior to the rake arrival. Wagons shall be loaded directly from the trucks/tippers used to intercart the cargo.
- d. The Contractor shall not accept open wagons for loading the Cargo unless there is confirmation from KPPL.
- e. On placement of the wagons by Railways, the Contractor shall inspect each wagon upon placement and reject sick wagons. The Contractor shall load rest of the fit wagons only after sealing the doors and other holes with adequate Packing and Sealing material. If any transit loss of cargo due to inadequate packing and sealing of wagons, same will be recovered from Contractor's payment.
- f. The Contractor shall be responsible to clean empty wagons before loading the cargo to avoid contamination of the cargo with foreign material like boulders, other non-compatible cargo etc.
- g. The flooring of the wagons will be covered properly with Tarpaulins. Providing dunnage, tarpaulins and ropes shall form part of scope of this Contract. The quality and specifications for the dunnage, tarpaulins shall be as specified and approved by KPPL.
- h. On placement of the wagons by Railways, the Contractor shall use labourers to manually load the bagged Cargo onto the wagons.
- i. The Contractor shall complete loading into wagons including inspection, rejection, repairing of wagons, tarpaulin and dunnage laying, within permissible "free time" allowed by railway authorities and ensure that there is no liability of demurrage to KPPL. In the event of any liability, the amount thereof shall be entirely in the account of the Contractor.
- j. The Contractor shall ensure optimal loading of the wagons. Any idle freight charged by the Railways consequent to wagon not being loaded to full capacity will be recovered from the Contractor.

- k. Any punitive charges incurred on account of wagon over loading, shall be recovered from Contractor's running bill.
- l. Wagon Demurrage and Detention charges attributable to the contractor's performance shall be recovered from Contractor's running bill
- m. The Contractor shall be responsible for clearing the railway siding for any spillages after the rake is dispatched. Maximum allowable time to clean the track would be 30 minutes.
- n. The Contractor shall be responsible to take back the left over cargo, if any, after the rake loading is completed from the railway siding back to the designated warehouse.

E. Insurance

- a. All vehicles shall be insured under comprehensive insurance policy to be taken by the Contractor. The Contractor shall be acquainted with all safety regulations as applicable under the Law and follow the same at all times
- b. The Contractor must take insurance cover as per statute including but not limited to group insurance at its own expenses in respect of the staff and other personnel to be engaged by the Contractor.
- c. The Contractor shall obtain third party insurance (group insurance) for the purpose of compensating any person(s) for any injury, death, partial/total disability that any person/persons may suffer during handling operations within the premises of the stacking plots (working premises). It shall be the responsibility of the Contractor to ensure that payments of insurance premium are made regularly and to keep the policies valid during the period of contract. However, the Contractor will continue to be bound by the provisions of the Employee's Compensation Act and/other statutes relating to this, as may be applicable and the above insurance shall in no manner whatsoever dilute his statutory responsibilities/obligations.

F. Vehicles and equipment

- 1. All vehicles and equipment to be deployed in the port should possess valid licenses, fitness certificate and registrations as required as per statute.
- 2. The Contractor shall be responsible for the maintenance and repair of vehicles and equipment, including vehicles and equipment supplied by KPPL. The Contractor shall maintain necessary genuine spares, lubricants and consumables for the operation and maintenance of vehicles and equipment.
- 3. KPPL shall provide open place for repairs and maintenance of the Contractor's equipment and vehicles. It shall be the responsibility of the Contractor to undertake predictive, preventive and break-down maintenance and repairs, including procurement of spare parts, lubricants and other consumables at his own cost. Electricity and water shall be

provided by KPPL on chargeable basis.

4. The Contract shall ensure that all the required tools, materials and workshop equipment are provided and made available in the port at all times, to perform the scope of works at the agreed rate of output. The Contractor shall be responsible for the performance as per the provisions of the Contract and hence the Contractor shall bound to deploy more men, materials and the equipment as and when required, without any notice or demand from KPPL to deploy such additional men, materials or equipment.
5. The Contractor shall ensure that the uptime of the each of the equipment should be minimum 95% (ninety five percent) during bagging & wagon loading.
6. The contractor shall maintain the following fleet of equipment in running condition for carrying out the activities under this RFP.
 - 3T Front End Loaders for Machine Bagging activity - **2 Nos.**
 - 10 Wheel Tipper for shifting Cargo from Warehouse to Warehouse (if required) - **1 No.**
 - Excavators - **1 No.**
 - 20T Taurus trucks for Inter-carting bagged Cargo from Warehouse to Railway Siding - **40 Nos.**

G. Minimum Qualification Criteria

1. Bidder shall have minimum experience of atleast 2 (two) years in handling all kinds of Fertilizer Bagging, Standardization and Wagon Loading & Truck Loading at any Indian commercial ports and has handled an aggregate annual volume of atleast 0.3 (zero point three) Million MT across all ports in which bidder has operated in 1 (one) year of services in the last 3 (three) years. Detailed description of volume handled in the last 3 (three) years to be provided along with proof of experience from respective port authority.
2. Average annual financial turnover of the bidder during the last 3 (three) years ending 31st March 2020, shall be at least Rs. 5 (five) Crores in any 2 (two) financial year (Details of financial turnover in the last 3 (three) financial years to be provided along with chartered accountant's certificate).
3. The bidder must have the minimum solvency of Rs. 3 Crores (Rupees three crores) for which bidder must submit the certificate from its banker.
4. The bidder shall furnish letter from the bank for issuance of Bank Guarantee of Rs. 50 Lakh (Rupees fifty lakh only) towards security deposit upon award of the contract, the date of which should be after the release of advertisement. The bank guarantee shall be from a Nationalized Bank/Scheduled Bank as

acceptable to KPPL in a form and manner prescribed in the tender as Annexure-1.

5. Bidder should not be blacklisted by any of the ports in India
6. Bidder should have experienced/certified manpower in cargo handling

H. General Terms & Conditions:

1. The Contract shall quote the rates inclusive of fuel cost.
2. Fuel cost variation shall be considered as per the following formula :

$$\text{Fuel variation amount} = Q \times R \times (P-PO)/PO,$$

PO - Original price on the date of commencement of contract

P - Average Monthly fuel price in which the services rendered.

R - Monthly handling charges

Q - Fuel element factor 0.41

3. The Contractor shall be paid in accordance with Annexure-2 “**Price Schedule**” regarding handling charges for carrying out the operations. Invoices shall be submitted on bi-monthly basis and all payment shall be made within 15 days from the date of submission of invoice along with necessary supporting documents duly certified by KPPL’s operations team. 5% amount from the running bill shall be retained and shall be released upon reconciliation of vessel balance.
4. TDS will be deducted at source as per statutes and the certificate for the same will be issued.
5. Currency of Bid and Payment: The unit rates and the prices shall be quoted by bidder entirely in Indian National Rupees (INR) only.

6. Taxes & Duties

The Contractor shall be liable to pay all taxes, duties, levies, etc. except GST, which shall be paid extra at actuals against submission of GST based tax invoices. Statutory variation in Taxes & Duties, change in interpretation/application of any existing Taxes & Duties and/or imposition of any new tax/duty/levy in India except Income Tax after the date of the Contract shall be to the KPPL’s account, provided however, such variations are in respect of direct transactions between the KPPL and the Contractor and not in respect of any sub-contractor of the Contractor

7. The successful bidder shall submit the Bank Guarantee of Rs. 50 Lakh (Rupees fifty lakh only) towards contract performance from a Nationalized Bank/Scheduled Bank as acceptable to KPPL in a form and manner prescribed in the tender as Annexure-1. This bank guarantee shall be valid and kept in force till the expiry of the contract plus additional three months beyond the date of expiry and to renew the bank guarantee as advised by KPPL in the event of renewal of the Contract or extension of this Contract.

8. Handling Loss:

The weightment of the Cargo is as per KPPL weighbridge (in case of road dispatch) and Railway in-motion weighbridge (in case of rail dispatch), and is taken as final and binding on Contractor for calculating the total dispatch of Cargo. The Contractor shall take all steps to minimize product loss during all operations and ensure that the total loss in each vessel shall not exceed 0.25% of quantity received by the Contractor.

The amount of such losses or damage shall be recovered by KPPL @ 1.5 times of total landed cost of the Cargo, and shall not be open to any question by the Contractor. KPPL reserves the right to adjust the due amount from the Pending Bills payable to Contractor and/or from Security Deposit furnished by the Contractor or otherwise payable by the Contractor.

9. Accommodation

The Contractor shall make its own arrangements for accommodation of its crew members at his cost.

10. Local Conveyance

The Contractor shall make its own arrangements for local conveyance of its crew members at his cost.

11. Uniforms and Identity Cards

The Contractor shall provide the uniforms for its employees, staff and workmen differently according to their nature of job in the form of unique coloured reflector jackets for identification purposes. Further, shall provide identity cards, in the form approved by KPPL.

12. The Contactor may use the KPPL's canteen facility for their crew on chargeable basis.

13. Contract shall mention clearly the time required to mobilize the men and machineries to commence the work.

14. As far as practicable, the Contractor shall give preference in the engagement of unskilled labourers at the site to persons living locally.
15. The Contractor shall obtain the relevant permits, licences or approval as applicable as per statute.
16. The Contractor shall submit everyday, in the morning, a progress report to KPPL indicating the progress achieved during the previous day in the form and manner as approved by KPPL for the purpose of submitting the documents as detailed under scope of works. The Contractor shall submit such report, data statement, etc. in such form and manner as mutually agreed from time to time.
17. The Contractor shall be solely responsible and liable for payment of all and any costs and liabilities associated with its employment of its employee who are deployed for rendering services, including but not limited to salary, income tax, ESI, Provident Fund (PF) contributions, insurance, workmen's compensation, traffic and other infringement (Employee Cost). The Contractor shall ensure strict compliance with the requirement of Contract Labour (Regulation and Abolition) Act, will submit detail of all compliances and all forms to KPPL to enable KPPL to check such compliances as and when deemed necessary.
18. The successful bidder (Contractor) shall not be entitled to assign the Contract or any benefit or interest therein either in part or full.
19. The Contractor may be entitled to sub-contract any part of the Operation with the prior approval of KPPL.

20. Safety and Security

The Contractor shall ensure that all safety and security arrangements required during the entire contract period, which shall be entirely the responsibility of the Contractor, including costs and expenses thereof. Any loss of life or property on account of fire, accident, negligence or breach during the execution of the Works shall be compensated and settled by the Contractor. The Contractor at its cost and responsibility shall ensure that all safety measures and security arrangements required during the tenure of the Contract period are strictly adhered to. Further, the Contractor shall at its cost and responsibility, protect, safeguard and arrange for watch and ward of its equipment, stores, spares, etc. at the site/s and KPPL shall not be liable for the same. The Contractor shall indemnify and keep indemnified KPPL from any claim, loss or damages occasioned on this account.

The Contractor shall provide safety equipment such as hard hat, safety boots, fluorescent vest, etc. to its labourers and employees deployed at site

for the works.

21. **Indemnity:** The successful bidder (Contractor) shall undertake and agree to indemnify and hold KPPL and all of its employees, personnel, executives, representatives staff, men, agents and contractor (other contactors of KPPL) indemnified and harmless from and against all actions, losses, claims, demands, damages and expenses in respect of :
- (a) Death or injury to any person or
 - (b) Loss of or damage to any property
 - (c) All liability for employee cost

Which may be arises due to act of commission or omission or negligence by the Contractor or its men, agents etc. while executing the work during the entire contract period.

22. **Suspension:** During the contract period, KPPL may suspend the work in whole or in part at any time by giving notice in writing to such effect stating the nature, the date and the anticipated duration of such suspension. On receiving the notice of suspension, the Contractor shall stop all such work which KPPL has directed to be suspended with immediate effect. The Contractor shall continue to perform other work in terms of the Contract which KPPL has not suspended. The Contractor shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice.
23. **Force Majeure:** Upon award of Contract, if either party is prevented from the performance of its obligations in whole or in part for reasons of Force Majeure, viz. acts of God, acts of Government, acts of Public enemy, war, insurrection, embargo, blockade, explosion, earthquake, floods, epidemics, then provided Notice of happening of any such eventuality is given by the affected party to the other party within 7 days from the date of occurrence and cessation of Force Majeure, the period of Force Majeure shall be excluded accordingly. Provided however, such events materially and adversely affect the affected Parties performance of its obligations pursuant to the terms of the Contract. Neither of the Parties to the Contract shall claim compensation for the loss thus incurred.

If Force Majeure event continue beyond the period of 6 months the parties shall hold consultation to chalk out the further course of action, either party reserving the right to terminate the Contract.

Neither Party can claim any compensation from the other Party on account of Force Majeure Event.

24. **Termination by Notice:** Either of the Parties shall be entitled to terminate the Contract by giving 1 (one) month prior notice to other Party for any reasons whatsoever. In such an event the Contractor shall remove all its men, materials, equipment and belongings within 7 (seven) days from expiry of 1 (one) month of notice period and handover all the equipment and materials of KPPL in good working condition.

25. Arbitration:

(i) During the contract period, in the event that any dispute arises between the Parties in connection with the Contract, the construction of any provision of the Contract or the rights, duties or liabilities of the Parties hereto under the Agreement, the Parties shall conduct negotiations in good faith to solve such dispute. If mutual resolution cannot be reached within sixty (60) days after the commencement of such negotiations, either of the Parties shall be free to refer such dispute to arbitration under the Arbitration and Conciliation Act, 1996 with all modifications and re-enactments thereto, as is prevalent in India. One arbitrator shall be appointed by each Party and the third presiding arbitrator shall be appointed by the arbitrators so appointed. The venue and seat of arbitration shall be Chennai. The arbitration proceedings shall be conducted in English.

(ii) Any award made in such arbitration will be final and binding on the Parties. During pendency of any arbitration proceedings, performance of the Works and all other obligations under this Agreement or any other Agreement(s) issued under this Agreement by the Contractor shall continue uninterrupted.

26. Governing Law and Jurisdiction:

Upon award of the Contract, the Contract shall be governed by and construed in accordance with the laws of India. Subject to clause 17(i), any or all disputes arising out of the Contract shall be subject to the exclusive jurisdiction of the courts of Chennai.

27. To facilitate evaluation of bids, KPPL may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

28. Acknowledgement by Bidder

28.1 It shall be deemed that by submitting the Bid, the Bidder has:

- i. Made a complete and careful examination of the RFP
- ii. Received all relevant information requested from KPPL to the extent possible;

- iii. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of KPPL relating to any of the matters referred to in Clause above; and
- iv. Acknowledged that it does not have a Conflict of Interest
- v. Agreed to be bound by the undertakings provided by it under and in terms hereof.

28.2 KPPL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by KPPL.

- 29. KPPL makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- 30. This RFP does not constitute an offer by KPPL. The bidder's participation in this process may result in selecting the bidder for execution of the contract.
- 31. At any time prior to the last date of submission of bids, KPPL may, for any reason, whether at its own initiative or in response to clarifications requested by any bidder, modify the tender by issuance of Addenda/Amendment. All interested Bidder shall have to check the website www.karaikalport.com.
- 32. The Bidder shall not submit the bid on behalf of another interested party.
- 33. Conditional bid will not be accepted and same will be treated as non-responsive. KPPL reserves the right to reject such bids without assigning any reason thereof and without any financial implications to KPPL.
- 34. KPPL reserves the right to reject any bid not submitted on time and which does not contain the information/documents as set out in Tender conditions.
- 35. The issue of this RFP does not imply that the KPPL is bound to select a Bidder or to appoint the Selected Bidder for the work.
- 36. KPPL reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for KPPL action

37. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of KPPL. Any notification of preferred Bidder status by KPPL shall not give rise to any enforceable rights by the Bidder. The KPPL may cancel this procurement at any time prior to a formal written contract being executed by or on behalf of the KPPL.
38. The Contract is on a principal to principal basis. The relationship between KPPL and Contractor is that of principal and independent Contractor. Nothing in the Contract shall be taken as constituting Contractor an employee or agent of KPPL. The Parties undertake that none of their respective employees and staff shall be construed in any manner, either expressly or by implication, as the employees or agents of the other Party and the other Party shall not be liable in any manner whatsoever for any claims, demands and the like made by them.
39. Along with the financial bid, the bidder shall submit the following documents:
- i. Details of past experience of bidder for past 3 years (certificates issued by the clients)
 - ii. Details of financial turnover for the past 3 years (certificate issued by the Chartered Accountant)
 - iii. Organization details
 - iv. Your company's Audited Balance sheet of last three financial years
 - v. Income Tax returns filed for the last 3 financial years
 - vi. Any other relevant information which bidder may like to provide
 - vii. Copy of the PAN, GST registration No., ESI/PF registration, etc.
 - viii. If Registered with MSME, copy of MSME certificate.
 - ix. Manpower Deployment Schedule and Site Organisation Chart
40. This RFP supersedes and replaces any previous documentation & communications and bidders should place no reliance on such communications.

41. Bid Validity Period

The Bid shall remain valid for a period not less than 90 days from the last date of submission of tender. KPPL reserves the right to reject any Bid, which does not meet this requirement.

42. The bid shall be submitted in two part as follows on or before the due date as mentioned in the portal :
- i. The Techno-commercial bid shall be submitted in a separate sealed cover duly marked as "**Techno-Commercial Bid**".
 - ii. The Price Bid shall be submitted in a separate sealed cover duly marked as "**Price Bid**".
 - iii. Both the sealed covers should be packed in a sealed cover duly addressed to:

General Manager - Commercial
Karaikal Port Pvt. Ltd.
New No. 145 (Old No. 81),
Royapettah High Road, Mylapore,
Chennai - 600004, Tamilnadu.

Format of the Performance Bank Guarantee

To,
M/s. Karaikal Port Private Limited,
Kheezhavanjoor Village,
T.R. Pattinam, PB No.: 33,
Kariakal - 609606.

This Deed of Guarantee executed by the(Bank name) (herein after referred to as "the Bank") in favour **M/s. Karaikal Port Private Limited, Kheezhavanjoor Village, T.R.Pattinam, PB No.: 33, Kariakal - 609606.**, (herein after referred to as "the Beneficiary") for an amount not exceeding Rs. (RupeesOnly) at the request of.....,(herein after referred to as "the Contractors").

This guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of Rs..... and the Guarantee shall remain in full force up to Dt: (contract period plus three (3) month) and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on the Bank on or before Dt: (claim date)

- A. KPPL vide PO No. Dtd. issued PO to a Company registered under the Companies Act, ____ and having its Head Office at, (the "Contractor") for (name of the work) at Karaikal Port (the "Project").
- B. has confirmed their acceptance to the said Contract of KPPL vide their has proposed to enter into a Contract Agreement for undertaking, inter alia, the Project and to perform and discharge all its obligations thereunder.
- C. The Contractor is required to give KPPL a guarantee by a recognized bank based in India in the sum of Rs.(Rupees only) as security for compliance with its obligation under the Contract Agreement.
- D. The Guarantor has agreed to give KPPL the above mentioned guarantee on the terms set out herein.
- a. We, (Bank Name), a company constituted under the Companies Act 1956 and deemed to be a banking company under the Banking Regulation Act 1949 and carrying on banking business with its Head Office at (Bank Address) acting through its Branch at (hereinafter referred to as the "Guarantor"), unconditionally guarantee to pay KPPL upon first written demand and without any deduction any sum claimed by KPPL upto a maximum of Rs. (the "Guaranteed Sum") subject to the conditions set out below.

- b. The Guarantor unconditionally and irrevocably promises to pay on demand the Guaranteed Sum, without protest or demur whatsoever upon the receipt of a written demand from KPPL, which shall be final and conclusive as against the Guarantor requiring the Guarantor to make the payment to KPPL.
- c. The Guarantor waives any requirement that KPPL demand any debt or payment from the Contractor before presenting it with a demand under this Guarantee.
- d. KPPL shall notify the Guarantor of its demand for payment of the Guaranteed Sum without any deduction of whatsoever nature and without reference to any claim or counter claim or set off, in accordance with the Contract Agreement. Such notification by KPPL shall be conclusive and binding on the Guarantor.
- e. Upon encashment and appropriation of the whole or any portion of the Guaranteed Sum by KPPL in accordance with the Contract Agreement, the Contractor shall be obliged to ensure the replenishment of the existing Guarantee or provide fresh guarantee of the Guaranteed Sum through the Guarantor within the time provided in the Contract Agreement for the same.
- f. No underlying dispute as between KPPL and the Contract nor any pending application for interim relief or arbitration proceedings or other legal proceedings shall constitute any ground for prevention, delay or obstruction for making payment to KPPL by the Guarantor and the existence of any disputes or difference or claims in arbitration or otherwise shall not constitute any ground for non-payment of this Guarantee.
- g. This guarantee is valid and effective from its date. This guarantee and the Guarantor's obligations under this will be expired on **(date of expiry)**
- h. The Guarantor agrees that its obligation to pay any demand made by KPPL before the termination of this Guarantee will continue until the amount demanded has been paid in full.
- i. This Guarantee shall be valid and effective upto (date shall be three month from the date of BG validity) for enabling KPPL to lodge a claim for payment under the Guarantee till the date of expiry of the terms of the Guarantee. The Guarantor shall be obligated to make payment upon the Guarantee forthwith on demand, if the claim is lodged within the claim validity period and the obligation to pay is subject to normal limitation for payment of claims upon a guarantee.

- j. No change in the constitution of the Contractor or of the Guarantor shall be a ground for release of the Guarantee and no variation in the Contract Agreement made post selection of the bidder, or post making of the bid, shall constitute a variation, which would, subject to the terms and conditions of the agreement, discharge the Guarantor. The Guarantor shall notwithstanding such change, be bound to make payment upon the Guarantee on demand.
- k. The Guarantor agrees that no change, addition to or other modifications to the terms of the Contract Agreement or to any documents which have or may be made between KPPL and the Contractor will in any way release it from any liability under this Guarantee and that it waives any requirement for notice of any such change, additions or modification.
- l. This Guarantee binds the Guarantor, its successors and permitted assigns.

Notwithstanding anything contained herein:

- i. Our liability under the Bank Guarantee shall not exceed Rs.....
- ii. The Bank Guarantee shall be valid upto Dt:..... (Expiry Date) and payable at Chennai. The period of validity shall be extended and this bank guarantee shall be validated to such further period as required by KPPL in writing, before expiry of the period mentioned herein.
- i. Unless a claim or a demand in writing in made upon us on or before Dt:..... (date of claim - shall be three(3) month from the date of BG validity) all our liability under this guarantee shall cease.

Notwithstanding anything contained herein above:

- a) Our liability under this guarantee shall not exceed Rs. (Rupees). This Bank Guarantee shall be valid upto
- b) Unless a demand is made in writing on us (Bank name and address) acting through its Branch at on or before).....(claim date shall be three (3) month from the date of BG validity) all your rights under this guarantee will be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Place:

Date:

Price Bid

Bidders are requested to fill in the rates in the appropriate sections below for the scope of work. All rates shall be in Rs. per MT and exclusive of GST.

GST shall be paid extra at actuals by KPPL as per statute

Sl. No.	Activity Description	Rate per MT - Including Fuel (Rs. in Figures and in Words)
1	Manual Bagging Bagging & standardization of cargo, including stitching, and stacking, handling of empty bags etc. as per customer requirement.	
2	Machine bagging Bagging & standardization of cargo, including stitching, and stacking, handling of empty bags etc. as per customer requirement. Bagging machines shall be provided by KPPL Necessary equipment required for machine bagging and thread to be provided by contractor as specified by KPPL)	
3	Neem oil coating of cargo, as required	
4	Manual Loading of Bags into Tippers/Trucks for Inter-carting to designated railway siding from the designated Warehouse	
5	Inter-carting bagged cargo from Warehouse to Railway Siding using Trucks	
6	Inter-carting bagged cargo from Warehouse to Warehouse (If required) using Trucks	
7	Rake Loading Manual loading of railway wagons directly from truck/tipper used for inter-carting, including inspection and cleaning of wagons for foreign materials before commencement of loading and cost of appropriate dunnage and tarpaulin (Bagged form)	
8	Truck Loading (Bagged) Dispatch of Cargo by road, including loading of bags into trucks (Bagged form)	