



Request for Proposal for Providing Security Services at Karaikal Ports for Two Years

Proposals are invited by Karaikal Ports Private Limited, Karaikal (“**KPPL**”) from the reputed experienced bidders as two bids system, meeting the following Minimum Eligibility Criteria for the work of “**Providing Security Services at Karaikal Port for Two Years**”.

Bidders meeting the respective minimum eligibility criteria may submit their offer in two bid system as detailed in General Terms & Conditions.

The Nos. of security personnel mentioned in the RFP is indicative only and KPPL has the rights to vary the Nos. of security personnel as per its requirements including deployment of more than one agency at a time.

I. Scope of Work

The scope of work for the Service Provider shall interalia be as follows:

1. The successful bidder (hereinafter referred to as the “**Service Provider**” as the context may require) shall provide necessary services, complete safety and security solution to Karaikal Port Private Limited and to take all security measures that includes but not limited to the following:
 - 1.1 Prevent access to the Port and the Corporate Office by unauthorized persons/vehicles without a legitimate reason to enter;
 - 1.2 prevent those persons/vehicles with legitimate reasons to be in the Port from gaining illegal access to ships or other restricted Port/Office areas;
 - 1.3 Prevent infiltration of weapons, dangerous or hazardous substances and devices, into the Corporate Office, the Port or vessels at the Port;
 - 1.4 Prevent personal injury or damage to the Corporate Office, the Port, Port facility, ship or Port infrastructure, persons at the Port, by any means including explosives.
 - 1.5 Prevent stealing, unauthorized intrusion, theft, loss, damage, sabotage, arson to cargo, equipment, containers, utilities, protection systems, procedures and communications systems in the Corporate Office and the Port premises.
 - 1.6 Prevent smuggling of contraband, drugs, narcotics, other illegal substances and prohibited material.
 - 1.7 Prevent all criminal, illegal and anti-social activities.
 - 1.8 Protect against unauthorized disclosure of classified material, commercially proprietary information or security sensitive information.

2. To identify and evaluate the following on a continuing basis:
 - 2.1 the critical assets and infrastructure that it is important to protect.
 - 2.2 the threats to assets and infrastructure in order to establish and prioritize security measures.
 - 2.3 selection and prioritization of measures and procedural changes and their level of acceptance in reducing vulnerability.
 - 2.4 the weaknesses, including human factors, in the infrastructure, policies and procedures.
 - 2.5 the perimeter protection, access control and personnel clearance requirements for access to restricted areas of the Port and Corporate Office.
 - 2.6 the Port perimeter and, where appropriate, the identification of measures to control access to the Port and the Corporate Office at various security levels.

3. General

- 3.1 The Service Provider is only given permission for carrying out Security Services in the Port and Corporate Office by using its equipment, vehicles, machinery, etc. as mentioned in Annexure-1.
- 3.2 Any certificates, statements, records and reports referred in the Agreement in connection with the Security Services of the Service Provider shall be effective and valid only if the same is duly certified by KPPL.
- 3.3 The Service Provider shall handle the Security Services in such a way so that it may not cause any inconvenience to the public, Port Users or other operators. KPPL may require the Service Provider to remove or make such necessary arrangements in case it is found to be harmful/inconvenience to the public at the Service Provider's cost.
- 3.4 The Port and KPPL's General Terms and Conditions (Port rules and regulation) as and when they are made effective and as amended from time to time shall be duly observed and complied by the Service Provider. These will be in addition to and not in derogation to the terms and conditions contained in the provisions of Agreement. In the event of any anomaly between this Agreement and the general terms and conditions, the provisions contained in the general terms and conditions shall prevail.
- 3.5 The Service Provider shall
 - a) check with metal detectors the ingress and egress of men, equipment, machinery, materials, goods, etc.,
 - b) issue instant photo identity cards to persons who are authorized to enter the Port.

- c) conduct bottom to top search of all vehicles, equipment, machineries, loads, goods entering and exiting the Port and the Corporate Office.
- d) conduct daily/weekly/monthly parade and to submit the monthly parade statement to KPPL.
- e) give adequate on job training to its security personnel at regular intervals pertaining to Security Operations.
- f) carry out periodic checks to ensure that security personnel are medically and physically fit and are not under the influence of alcohol or drugs, etc.
- g) be well equipped and trained to handle emergency evacuation and disaster management.
- h) provide additional security staffs as may be required by KPPL in case where there in an emergency at the Port such as natural calamity, fire, labour unrest etc. In addition to this, if required mobilization of additional staffs as may be required by KPPL within the agreed time of mobilization.
- i) change the security personnel, if it is sought by KPPL for any reason whatsoever, without any delay.
- j) carry out surprise checks/night checks etc. as advised by KPPL engineer-incharge periodically and a report in writing should be submitted. If any shortfalls are noticed, these have to be brought to the notice of KPPL's engineer-incharge, discussed and timely action to be taken to strengthen the security system.
- k) ensure that its service personnel shall not form any trade union or collective bargaining methods used against KPPL.
- l) provide mobile phones to its security personnel for communication purposes and provide the details thereof to KPPL from time to time for coordination.
- m) to deploy one armed escort with marine operator/marine patrolling team for periodical patrolling on the water front areas of the Port.
- n) deploy personnel on 8 hours shift basis for three shifts per day and for each shift maximum 2 security personnel experience in swimming and diving shall be deputed.
- o) have stand-by personnel for any additional or emergency/natural calamities requirements. Emergency/natural calamities requirement of personnel shall be organized within mutually agreed time.

- p) provide a jeep for inward patrolling and movement of security personnel and sufficient numbers of motorcycles for easy movement of its personnel in the Port campus.
- q) provide torch lights, emergency lights and search lights for night watching.
- r) coordinate on continuous daily basis with KPPL's Administration Department, marine and Operations Department regarding the Security Services and update necessary information and any security threat or hazard or likely event which may affect the Operations of Port.
- s) attend all meetings, render periodical reports and update status of compliance status of various obligations;
- t) maintain a record book pertaining to shifts attended by its security personnel and their respective discharge with endorsement by KPPL's engineer-in-charge,
- u) employ security personnel who can communicate & understand English, Hindi and Tamil.
- v) provide round the clock, 24 hours 365 days security services including holidays.
- w) render such security services, contemplated herein (Scope of Security Services) to the Port and Corporate Office strictly on behalf of KPPL only.
- x) the security personnel should be rotated every two months for safety and security reasons.
- y) ensure availability of security personnel, equipment, tools, tackles, slings, etc. at all times.
- z) provide such other handling tools or such number of persons for the security operations as per KPPL's requirement, in case the equipment, vehicles deployed and men employed are insufficient/inefficient, in the opinion of KPPL.
- aa) not to receive any payment, money, thing, kind, etc. from any Port Users or external persons or from any third parties.
- bb) shall employ and deploy security personnel capable of handling serious security issues, calamities, emergencies, etc.
- cc) shall conduct Training & Drill for the security personnel and dog squad Training Bi-monthly.

- dd) abide by rules and regulations of KPPL/Port and terms of conditions of providing services of the Karaikal Port and such security operating procedures and instructions published/circulated from time to time.
 - ee) keep KPPL indemnified against any loss, claim or damage caused on account of security operations, due to any act or omission or negligence of the Service Provider.
 - ff) ensure continuity of Security Services by providing required security personnel and equipment and to make alternative arrangements as and when required.
 - gg) to obtain and furnish all permits, licenses, registration certificates of equipment, vehicles, machinery, engagement of personnel, contract labour, etc. including arms used by security personnel.
 - hh) The Service Provider shall maintain following documents on regular basis and shall provide to KPPL as and when required by KPPL:
 - i. Security attendance record/duty muster
 - ii. Security Staff deployment record
 - iii. Vehicle Entry and Exit records
 - iv. Visitor Record
 - v. Labour Entry & Exit records
 - vi. Contractor Material and asset movement record
 - vii. RGP & NRG
 - viii. Loss & Found record
 - ix. Incident record
 - x. Daily Log book
 - xi. Key records and control.
 - xii. Others if any as per requirement.
 - ii) The Service Provider shall ensure that none of their employees will be a member/part of any of the Employees Union(s) and take any interest in their activities.
 - jj) The security personnel deployed by the Service Provider shall not have membership affiliation with any Trade Union. They have to be neutral throughout the tenure of the Contract.
4. Port Security Plan (“**PSP**”) and Office Security Plan (“**OSP**”): Within 7 days of award of contract, the bidder shall submit the Port Security Plan and Office Security Plan, as envisaged above and carryout such recommendations and revisions thereto prescribed by KPPL and submit the final Plan for approval within 10 days thereafter. The Port Security Plan and Office Security Plan shall become effective from the date of approval accorded by KPPL and shall be

binding on the Service Provider therefrom. PSP and OSP shall interalia contain:

- a) Program of the security organization of the Port and Office.
- b) of the Port's links with other relevant authorities and the necessary communications systems to allow the effective continuous security operations of the organization and its links with others.
- c) Security level measures, both operational and physical, that will be in place.
- d) additional security measures that will allow the port to have security.
- e) of the regular review, in response to experience or changing circumstances.
- f) of the reporting procedures to KPPL's representatives.
- g) of the necessary liaison and coordination.
- h) Of restricted areas and measures to protect them at different security levels.
- i) of procedures for the verification of identity documents.
- j) of requirements for drills and exercises carried out at appropriate intervals to ensure the effective implementation of Security Operations.
- k) Refer to, and take into account, any other existing port emergency plan or other security plans.
- l) of plans to protect from unauthorized access or disclosure.
- m) one example layout and content of a port security plan

II. Penalty Clause

a) **Penalty for Absenteeism**

Penalty shall be levied @ Rs. 250/- per day per absenteeism which shall be recovered to a maximum of 5% of the calculated monthly payment for any given month for absenteeism in providing the strength as per Contract.

b) **Penalty for Non-Performance**

In case payment to security personnel delayed by the Contractor beyond 7th day of following month, penalty of Rs. 1000/- per instance shall be levied.

- c) In case the security personnel found sleeping/slumbering, absent from place of duty, etc., the security personnel may be removed from doing further duty even on first attempt depending upon the gravity of the misconduct. In such cases, KPPL may levy a penalty of Rs. 300/- per guard per instance for sleeping of the guard and Rs. 500/- per guard per instance for the drunken of the guard.
- d) In case the security personnel found on duty in inebriated state, the same shall be immediately shut off from duty and rejected.
- e) In the event of any theft or pilferage due to the negligence of the security personnel, the value of the goods will be recovered from the Service Provider from their monthly bills subject to Limitation of Liability of the Service Provider.

- f) KPPL shall be entitled to deduct from the amounts payable for bills raised by the Service Provider, such amounts including but not limited to amounts for damages, penalties or by encashing bank guarantee based on the terms agreed in the Contract.
- g) Applicability of penalty shall in no way relieve the Service Provider from discharging all its other obligations under this Contract.

III. Insurance

- a. Without limiting the contractual obligations and responsibilities under the contract, the Service Provider shall take the Employee Compensation Policy and Personal/Group Accidental Insurance and such other insurance as required as per statute for all their employee/staff deployed at KPPL port site and KPPL Corporate office at Chennai. Copy of the same shall be submitted to KPPL prior to submission of its first invoice under the contract.
- b. The Service Provider shall obtain insurance cover for Third Party Liability.
- c. The Service Provider shall obtain insurance for all its assets/equipment brought at KPPL's site.
- d. All vehicles deployed by the Service Provider shall be insured under comprehensive insurance policy including third party insurance to be taken by the Service Provider. The Service Provider shall be acquainted with all safety regulations as applicable under the Law and shall follow the same at all times during the currency of the Contract.
- e. The Service Provider shall keep KPPL indemnified from any liabilities on account of injury/loss/damage to its personnel/property.
- f. In the event of loss or damage for the reasons not attributable to KPPL, the Service Provider shall be solely responsible to lodge the claims and settle the same. The Service Provider shall proceed with repair or replacement of the goods without waiting for settlement of the claim. It is further clarified that no extra claim shall be admissible on account of insurance.
- g. It shall be the responsibility of the Service Provider to ensure that payments of insurance premium are made regularly and to keep the policies valid during the period of contract. However, the Service Provider will continue to be bound by the provisions of the Employee's Compensation Act and/or other statutes relating to this, as may be applicable from time to time and the above insurance shall in no manner whatsoever dilute his statutory responsibilities/obligations under the contract.

IV. Minimum Qualification Criteria

- a. The bidder shall have minimum experience of 5 (five) years in similar nature of work in sea ports.

- b. Average annual financial turnover of the bidder during the last 3 years ending 31st March 2020, shall be at least Rs. 1 (one) Crore. (Details of financial turnover in the last 3 financial years to be provided along with chartered accountant's certificate).
- c. The bidder shall furnish letter from the bank for issuance of Bank Guarantee of Rs. 50 (fifty) lakh towards security deposit upon award of the contract, the date of which should be after the date of this RFP. 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-3.
- d. The bidder shall furnish letter from the bank for solvency of minimum Rs. 75 (seventy) lakh, the date of which should be after the date of this RFP.
- e. The bidders must have valid PSARA license as per prevailing act for providing such security services.

V. General Terms & Conditions

- 1. The bidder shall quote as per Annexure-2 "**Price Schedule**" in Indian Rupees only.
- 2. The Service Provider shall be paid in accordance with Annexure-2 "**Price Schedule**" regarding security services. All payment shall be made within 30 days from the date of submission of invoice along with necessary supporting documents duly certified by KPPL's engineer in-charge.
- 3. TDS will be deducted at source as per statutes and the certificate for the same will be issued to the Service Provider by KPPL.
- 4. It is understood that the Service Provider has duly inspected the Site and its surroundings and have satisfied himself as to all technical, commercial, and general condition affecting the Site and the works including the nature of the ground and sub-soil, the extent and nature of the work, the means of communication, and in general all risks and contingencies influencing or affecting the Scope of Work. The Service Provider shall not be entitled to any adjustment of the Contract Price on grounds of misinterpretation, lack of knowledge or misunderstanding under this clause.

5. Taxes & Duties

The Service Provider 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 Service Provider and not in respect of any sub-contractor of the Service Provider

6. Performance Bank Guarantee

- i. The successful bidder shall submit the Bank Guarantee of **Rs. 50** (fifty) lakh towards contract performance in a form and manner prescribed in the tender as Annexure-3. 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.
- ii. The bank guarantee furnished by the Service Provider shall be unconditional, irrevocable and from an Indian branch of any Nationalized/Private bank of repute acceptable to the Owner.
- iii. The bank guarantee shall have the provision of the same currency as the Service Fees.
- iv. The bank guarantee shall be returned to the Service Provider in original after expiry of the claim period.

7. Accommodation

The Service Provider shall make its own arrangements for accommodation of its security personnel deployed at site at his own cost.

8. Local Conveyance

The Service Provider shall make its own arrangements for local conveyance of its security personnel deployed at site at his own cost.

9. Uniforms and Identity Cards

The Service Provider shall provide the uniforms, shoes, lathi, raincoat, warm clothing, torch light, cells, whistle (as required to perform their duty) for its security personnel without any financial implication to KPPL. Further, the Service Provider shall provide identity cards to its employees deputed at site in the form approved by KPPL.

10. The Service Provider may use the KPPL's canteen facility for their crew on chargeable basis .
11. The bidder shall clearly mention the time required to mobilize their crew to take over the job/to commence the work.
12. The Service Provider shall obtain the relevant permits, licenses or approval as applicable as per statute.

13. Limitation of Liability

The limit of liability of the Service Provider under the contract which shall not be more than the amount equivalent to 25% of the total value of the contract per annum (the total value of the charges payable during the term of the contract as provided in Annexure-2) for the provision of the Security Services, for single incident or multiple incidents and it shall be on aggregate/cumulative basis.

14. The Service Provider 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 Service Provider 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.
15. The successful bidder (Service Provider) shall not be entitled to assign the Contract or any benefit or interest therein either in part or full.

16. Safety and Security

The Service Provider shall ensure that all safety and security arrangements required during the entire contract period, which shall be entirely the responsibility of the Service Provider, 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 Service Provider. The Service Provider 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 Service Provider 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 Service Provider shall indemnify and keep indemnified KPPL from any claim, loss or damages occasioned on this account.

The Service Provider shall provide safety equipment such as hard hat, safety boots, fluorescent vest, etc. to its labourers and employees deployed at site for the works.

17. Indemnity

The successful bidder (Service Provider) shall undertake and agree to indemnify and hold KPPL and all of its employees, personnel, executives, representatives staff, men, agents and contractor (other contractors 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 its employee cost

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

18. 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 Service Provider shall stop all such work which KPPL has directed to be suspended with immediate effect. The Service Provider shall continue to perform other work in terms of the Contract which KPPL has not suspended. The Service Provider shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice.

19. Force Majeure

- i. 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.
- ii. If Force Majeure event continue beyond the period of 3 (three) months the parties shall hold consultation to chalk out the further course of action, either party reserving the right to terminate the Contract.
- iii. Neither Party can claim any compensation from the other Party on account of Force Majeure Event.

20. Termination

- i. KPPL reserves the right to terminate the Contract at any time by issuing 30 (thirty) days written notice to the Service Provider for any reason whatsoever. If the Service Provider fails to perform any Services or obligation in accordance with the Contract or if the Service Provider defaults in adhering to the terms hereof or if the Service Provider rescinds/abandons the Services or acts in derogation to the interests of KPPL, KPPL shall be entitled to terminate this Contract forthwith. In such circumstances, KPPL shall have the right to complete the Services either by itself or by appointing any other surveyors and such expenses, loss, damages etc., incurred in this regard, shall be duly reimbursed by the Service Provider or shall be adjusted against payments due to the Service Provider. However, the Service Provider shall be entitled to terminate this Contract by issuing 60

(sixty) days advance written notice, for any reason, whatsoever.

- ii. Upon termination by notice, the Service Provider shall complete all its Services in a proper manner before expiry of the notice period. Further, upon termination of the Contract, the Service Provider shall handover all reports, documents, data, etc., available in its custody, to KPPL and remove all its equipment, accessories, laboratory, etc. from the Karaikal Port

21. 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 the Contract or any other agreement(s) issued under the Contract by the Service Provider shall continue uninterrupted.

22. 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 21(i), any or all disputes arising out of the Contract shall be subject to the exclusive jurisdiction of the courts of Chennai.

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

24. Acknowledgement by Bidder

24.1 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.

- 24.2 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.
25. KPPL makes no commitments, express or implied, that this process will result in a business transaction with anyone.
26. 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.
27. 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.
28. The Bidder shall not submit the bid on behalf of another interested party.
29. 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.
30. 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.
31. 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.
32. KPPL reserves the right to accept or reject any bid, and/or to annul the tendering process and/or 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.
33. 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.
34. The Contract shall be on a principal to principal basis. The relationship between KPPL and Service Provider is that of principal and independent Service Provider. Nothing in the Contract shall be taken as constituting Service Provider 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.

35. Along with the financial bid, the bidder shall submit the following documents:
- Details of past experience of bidder for past 5 years (certificates issued by the clients)
 - Details of financial turnover for the past 3 years (certificate issued by the Chartered Accountant)
 - Organization details
 - Company's Audited Balance sheet of last three financial years
 - Income Tax returns filed for the last 3 financial years
 - Any other relevant information which bidder may like to provide
 - Copy of the PAN, GST registration No., ESI/PF, PSARA registration, etc.
 - If Registered with MSME, copy of MSME certificate.

36. This RFP supersedes and replaces any previous documentation & communications and bidders should place no reliance on such communications.

37. 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.

38. 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.

Manpower & Gadgets Terms
(Security Services Agreement)

A. Gadgets:

- The Service Provider will provide the following gadgets for carrying out the Security Operations envisaged in scope and nature of work:-

| DESCRIPTION | QUANTITY |
|--------------------------------|---|
| Transportation van | 1 |
| Uniforms to security personnel | 2 sets of uniform, 1 pair of shoe and 2 pairs of socks, rain coat, sweater, gum boots, mask, lathi, torch light, cells, whistle, etc. |
| Motorcycle Patrol | As required |

- The Service Provider shall ensure that all the required tools, materials, gadgets and the above mentioned minimum working equipment are provided and made available to its Security personnel, in the Port at all times, to perform the Scope of Security Operations.
- As operation, maintenance and repairs of all the equipment, tools, etc. including the equipment/vehicles, machinery, etc. is within the scope of Security Operations, will be done by the Service Provider.

Upon expiry or termination or completion of the Agreement, the Service Provider shall handover all the equipment, tools, devices, vehicles, etc. provided by KPPL in well maintained working condition.

B. Manpower/Workforce

- The Service Provider shall deploy sufficient manpower/security personnel to fulfill the scope of security operations as per the provisions of Agreement, including skilled guards, supervisors, security compliance officers etc. The details of the minimum manpower/workforce are as below:

| | |
|-------------------|--|
| Location | Karaikal Port Private Limited T.R.Pattinam, Kheezavanjore, Karaikal 609602, Puducherry. |
| Position | Numbers Required |
| Assistant Manager | 1 |
| Armed Guard | 8 |

| | |
|-----------------------------------|--|
| Location | Karaikal Port Private Limited T.R.Pattinam, Kheezavanjore, Karaikal 609602, Puducherry. |
| Position | Numbers Required |
| Security Officer | 3 |
| Security Supervisor/CCTV Operator | 18 |
| Security Guards | 122 |

| | |
|-----------------|--|
| Location | Karaikal Port Private Limited, New No. 145 (Old No. 81), Royapettah High Road, Mylapore Chennai 600 004, Tamilnadu. |
| Position | Numbers Required |
| Security Guards | 4 |

2. It shall be the responsibility of the Service Provider to recruit, supervise, manage, direct and control at its sole cost and responsibility, sufficient number of security personnel, including those listed in this Schedule for carrying out the Security Services and the security personnel shall interalia be:
- medically examined and physically fit to perform security duties and Medical Fitness Certificate to be submitted to KPPL
 - the Assignment Manager of the Service Provider shall be an ex-serviceman with naval background who will be good in documentation as well as fluent to communicate in Tamil, English and Hindi,
 - the assignment manager and the security supervisors shall also be good in documentation as well as fluent to communicate in Tamil, English and Hindi,
 - the minimum qualification, age and experience of the security personnel shall be as prescribed by KPPL, ex-servicemen, ex-navy, any other personnel who have served in the armed forces, etc.,
 - shall be well-qualified swimmers, divers, etc.
 - shall have adequate first-aid know-how,
 - shall have prior experience in working on ports preferably,

- h) shall be well-acquainted with precautionary methods pertaining to fire prevention, detection and extinguishing procedures,
- i) shall provide on job training for adequate fire fighting and first-aid,
- j) certified and qualified to detect explosive and diffusion of the explosive,
- k) shall be people from the regions other than Karaikal and Nagapattinam area
- l) 'Two 'Armed security personnel' (with valid arms licenses and valid authorization from the Statutory Authorities concerned including Police Department) should be available in each shift at all times for port security duties,
- m) As is necessary for the proper and effective execution of Security Operations timely fulfilling of Service Provider's obligations under the Agreement and
- n) Supervisors, guards and one lady security guard should be available in each shift at all times in for Port Security Operations.
- o) The majority of guards shall strictly be ex-servicemen.
- p) The Service Provider shall facilitate medical, police verification, bio-data, undertakings, etc. of the personnel deployed at the Port and Office to the satisfaction of KPPL.

Price Schedule

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

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

| Location | | | | | | |
|-----------------|--|---|-------------------|-------------------------------|------------------------------------|--|
| 1 | Kheezhavanjore, T. R. Pattinam, Karaikal 609 606, Puducherry. | | | | | |
| | GST No. 34AACCK8122E1ZW | | | | | |
| Sl. No. | Officers Required | Position | Duty Days | Cost/ Month / manpower | Total charges / Month in Rs | |
| 1 | 1 | Assignment Manager | 26 (Full Month) | | | |
| 2 | 8 | Armed Guard | 30.45(Full Month) | | | |
| 3 | 3 | Security Officer | 30.45(Full Month) | | | |
| 4 | 15 | Security Supervisor | 30.45(Full Month) | | | |
| 5 | 3 | CCTV Operator | 30.45(Full Month) | | | |
| 6 | 122 | Security Guard | 30.45(Full Month) | | | |
| 7 | | Patrolling Vehicle | 30.45(Full Month) | | | |
| 8 | | Dog Squad | 30.45(Full Month) | | | |
| 9 | | Training & Drill Expense | 30.45(Full Month) | | | |
| | | GRAND TOTAL for Total Manpower of 152 Nos. | | | | |

| Location | | | | | |
|-----------------|--|---|--------------------|-------------------------------|-------------------------------------|
| 1 | Kheezhavanjore, T. R. Pattinam, Karaikal 609 606. | | | | |
| | GST No. 34AACCK8122E1ZW | | | | |
| Sl. No. | Officers Required | Position | Duty Days | Cost/ Month / manpower | Total charges / Month in Rs. |
| 1 | 4 | Security Guard | 30.45 (Full Month) | | |
| | | GRAND TOTAL for Total Manpower of 4 Nos. | | | |

Note

1. The Service Provider to raise monthly invoice with necessary supporting documents including copy of the EPF and ESI returns filed, within 5th of every month for the services rendered during the previous month for KPPL's approval.
2. The Charges are inclusive of all costs, expenses, over heads, salaries, wages, holiday charges, weekly offs, statutory holidays etc. related to the entire Security Services and the Service Provider shall not be entitled to any amount in addition thereto.
3. Goods and Services Tax (“**GST**”) will be paid extra as applicable on the above Charges. TDS will be deducted at source as per statutes. For such deductions KPPL shall issue the necessary certificate as per statute.
4. Any other statutory charges, levies other than GST shall be to the Service Provider's account.

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 SO No. Dtd. issued to a Company registered under the Companies Act, 1956 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: