



Request for Proposal for Providing Services of Supervision and Draft Survey as Port Surveyor for Fertilizer Cargo 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 Services of Supervision and Draft Survey (“Port Surveyor”) for Fertilizer Cargo at Karaikal Port for Two Years”**.

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

I. Scope of Work

The Scope of work for the Service Provider to carry out its obligations under the contract shall include interalia the following:

1. The successful bidder (hereinafter called the **“Service Provider”** as the context may require) shall provide necessary services and complete survey solution to Karaikal Port Private Limited that will include but not limited to:
 - 1.1 Receiving, random counting/weight-checking and accounting of empty bags and cut and tom bags details.
 - 1.2 Attendance at the time of arrival of vessel for checking the initial arrival quantity by draft survey, checking the condition of cargo prior to discharge, monitoring the discharge and stacking on daily basis by carrying out interim draft surveys if required to assess the discharged quantity and carryout final draft survey.
 - 1.3 Extra care to be exercised if there is more than one port of discharge especially estimating quantum of ballast and other deductibles.
 - 1.4 Monitoring and testing neem oil coating and send daily reports before commencement of bagging as per government norms.
 - 1.5 Monitoring/capturing the daily bagging by random checking weighment of the bagged stock with electronic scales, random checking of the inter-carting trucks to railway siding, for both MBU and Manual bagging.
 - 1.6 Monitoring discharge, proper stacking, bags cleanliness and optimum usage of warehouse area and proper housekeeping.
 - 1.7 Ensuring no discoloured or wet cargo/bags are dispatched.
 - 1.8 Monitoring colour, quality and type of thread being used for bagging as per the Client/KPPL requirement.



- 1.9 Monitoring required number of weighing scales are provided with proper power connection and ensure that these are operational.
- 1.10 Inspecting the wagons to ensure its cleanliness and that the dunnage sheets are spread in the wagon.
- 1.11 Capturing the number of bags loaded per inter-carting truck/per wagon and total bags loaded in the rake. Submitting a rake loading report upon departure of the rake.
- 1.12 Capturing number of bags loaded in trucks (by road) and ensure for the advised quantity and/or as per DO.
- 1.13 Sending the details of daily bagging, rake loading details, rake unloading details etc. on daily basis and reconciling the vessel quantity upon completion of dispatches of respective cargo.
- 1.14 Inspecting rakes, inter-carting, rake loading and trucks loading.
- 1.15 Submission of Daily Reports and vessel reconciliation in all respects. The Service Provider shall submit every day, 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 Service Provider shall submit such report, data statement, etc. in such form and manner as mutually agreed from time to time.
- 1.16 Witnessing the number of bags unloaded per wagon and total bags unloaded from rake at destination rail heads and to submit the report for the same to KPPL.

2. General

- 2.1 The Service Provider is only given permission for carrying out survey services in the Port.
- 2.2 The Service Provider shall provide the services in such a way so that it may not cause any inconvenience to the public, Port Users or other operators. In case of any claim arises due to such inconvenience, it will be to the Service Provider account.
- 2.3 The Port'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.
- 2.4 The Service Provider shall :
 - a) Be well trained to handle emergency evacuation and disaster management,



- b) change the surveyor or workforce/personnel if it is sought by KPPL for any reason whatsoever and without any delay.
- c) Ensure that its service personnel shall not form any trade union or collective bargaining methods used against KPPL.
- d) attend all meetings and update status of compliance of various obligations of the Service Provider;
- e) maintain a record book pertaining to shifts attended by its personnel and their respective discharge with endorsement by KPPL's engineer-incharge,
- f) provide the services on round the clock, 24 hours and 365 days including holidays.
- g) Not to receive and/or offer any payment, money, thing, kind, etc. from/to any Port Users or external persons or from any third parties.
- h) Abide by rules and regulations of Port and such procedures and instructions published/circulated from time to time. The Service Provider shall be acquainted with all safety regulations as applicable under the Law and follow the same at all times.
- i) To obtain and furnish all permits, licenses, registration certificates as may be applicable as per statute.

II. Insurance

- a. The Service Provider 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 deployed at Port by the Service Provider for rendering the services under the contract.
- b. 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 and the above insurance shall in no manner whatsoever dilute his statutory responsibilities/obligations.

III. Minimum Qualification Criteria

- a. The bidder shall have minimum experience of 5 (five) years in similar nature of work.
- b. The bidder shall have the similar nature of experience of handling minimum 5 lakh ton in a year in a single order.



- c. Average annual financial turnover of the bidder during the last 3 financial years ending 31st March 2020, shall be at least Rs. 15 Lakh (Details of financial turnover in the last 3 financial years to be provided along with chartered accountant's certificate).
- d. The bidder shall furnish letter from the bank for solvency of minimum Rs. 10 Lakh, the date of which should be after the date of this RFP.
- e. The bidder should have experienced/certified manpower. List of such manpower to be provided alongwith the bid.

IV. General Terms & Conditions

1. The bidder shall quote the rates as mentioned in the Annexure-1 "**Price Schedule**" only.
2. The Service Provider shall be paid in accordance with Annexure-1 "**Price Schedule**" regarding Services of supervision and draft survey ("Port Surveyor") for Fertilizer Cargo. 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. Currency of Bid and Payment : The unit rates and the prices shall be quoted by bidder entirely in Indian National Rupees (INR) only.

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. Accommodation

The Service Provider shall make its own arrangements for accommodation of its crew members at site at his own cost.



7. Local Conveyance

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

8. Uniforms and Identity Cards

The Service Provider 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, the Service Provider shall provide identity cards to its employees deputed at site in the form approved by KPPL.

9. The Service Provider may use the KPPL's canteen facility for their crew on chargeable basis.

10. The bidder shall clearly mention the time required to mobilize their crew to take over the job/to commence the work.

11. The Service Provider shall obtain the relevant permits, licenses or approval as applicable as per statute.

12. 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.

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

14. 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.

15. **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 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 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.

16. **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.

17. **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 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.

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

18. **Termination**

- 18.1 KPPL reserves the right to terminate the Contract at any time by issuing thirty (30) 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 45 days advance written notice, for any reason, whatsoever.

18.2 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 site, at its cost.

19. 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.

20. 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 19(i), any or all disputes arising out of the Contract shall be subject to the exclusive jurisdiction of the courts of Chennai.

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

22. Acknowledgement by Bidder

22.1 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.
- 22.2 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.
23. KPPL makes no commitments, express or implied, that this process will result in a business transaction with anyone.
24. 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.
25. 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.
26. The Bidder shall not submit the bid on behalf of another interested party.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.



32. 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.

33. 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 registration, etc.
- If Registered with MSME, copy of MSME certificate.
- Manpower Deployment Schedule and Site Organisation Chart.

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

35. 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.

36. 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.



Annexure-1

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.

A. Survey Charges :

Sl. No.	Particulars	Rate per MT – (in figures and in words)
1.	Survey charges as per the scope of work mentioned above.	

B. Charges for witnessing the unloading of bags at the destination

Sl. No.	Particulars	Rate per MT – (in figures and in words)
1.	Charges for witnessing & submitting the report for the number of bags unloaded per wagon and total bags unloaded from rake at destination rail heads.	