

TENDER REF. NO. : KPPL/CARGO/0012

## **Request for Proposal for Stevedoring and Shore Handling of Cargos at Karaikal Port for Three 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 “**Stevedoring and Shore Handling of Cargo at Karaikal Port for Three Years**”.

KPPL desires the operations of stevedoring and shore handling for a period of 3 (three) years from the date of award of Contract to be undertaken by the bidders for the following categories of cargo:

- A. Coal(Coking, Non-Coking& Pet Coke)
- B. Minerals (including limestone, iron ore, gypsum, Silica Sand, BFSlag, bagged cement, etc.)
- C. Clinker
- D. Fertilizer
- E. Steel Blooms

The parties may extend the contract period at the mutually agreed terms & conditions.

Bidders meeting the respective minimum eligibility criteria may bid for one or more of the above categories. Further it is clarified that it is not necessary for a bidder to bid for all categories.

KPPL has the rights of hiring more than 1 (one) contractor under each category. In such cases, volume of cargo allocated to each contractor shall be at the sole discretion of KPPL.

### **Volume of Work (Expected per Annum)**

Expected Volume of work for each category:

<b>Category</b>	<b>Expected Volume Per Annum</b>	<b>To be handled at Berth No.</b>
A – Coal	5.00 Million MT	3 & 4 (Berth No. 4 fully mechanised)
B- Minerals	2.20 Million MT	1 or 2
C – Clinker	0.20 Million MT	1 or 2
D –Fertilizer	0.50 Million MT	1 or 2
E – Steel Blooms	0.01 Million MT	1 or 2
<b>Total</b>	<b>~ 8.0 Million MT</b>	

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Sl. No.	Activity	Berth 1	Berth 2	Berth 3	Berth 4
1	On-board Stevedoring	Yes	Yes	No	No
2	Wharf/back-up storage area to warehouse/storage yard (including high heaping)	Yes	Yes	Yes	No
3	Intra port (inter plot) movement of cargo (including high heaping)	Yes	Yes	Yes	Yes
4	Despatches-Rail	Yes	Yes	Yes	No
5	Despatches-Road	Yes	Yes	Yes	Yes

**Scope of Work: Category A**

Period	Expected Volume (Million MT)	Stevedoring	Shore Handling including heaping at yard	Rake Loading	Truck Loading
<b>Coal volumes</b>					
FY 2021-22, FY 2022-23 & FY 2023-24 (Annual)	0.75 (Per year)	Yes (for the volume handled at berth 1 & 2)	Yes	Yes	Yes (2 Million MT per year)

- i. Coal will be handled through mechanized coal handling system at berth No. 3 or 4 (through Ship Unloader (SUL), Stacker cum Reclaimer, Wagon Loading System and Truck Loading System) (not in the scope of this RFP/Bidder).
- ii. In case coal discharged through shore cranes, the Contractor shall inter-cart the cargo (based on KPPL's requirement/advice only) from the dumping yard to the mechanized/non mechanized area and further movement for truck/wagon loading.
- iii. Contractor has to arrange on-board stevedoring for all coal and coal variant vessels that shall be discharged through Harbour Mobile Cranes (HMC).

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- iv. For combined discharge vessels, KPPL shall decide on the stevedore based on the volume and mode of discharge & will be communicated before-hand.
- v. The cargo discharged through cranes to be inter-carted to a plot inside/outside mechanized yard as designated by KPPL representative.
- vi. Truck and rake loading other than those handled through mechanised system (TILS/WLS) will be covered under this RFP (indicative annual volume would be around 2.0Million MT).

**Scope of Work: Category B (Minerals)**

Cargo	Expected Volume (Million MT/annum)	Stevedoring	Shore Handling including heaping / High stacking at yard	Rake Loading	Truck Loading
Iron Ore	0.60	Yes	Yes	Yes	Yes
Limestone	0.80	Yes	Yes	Yes	Yes
Gypsum	0.30	Yes	Yes	Yes	Yes
Silica Sand	0.04	Yes	Yes	Yes	Yes
BF Slag	0.42	Yes	Yes	Yes	Yes
Bagged Cement (Loading)		Yes	Yes	NA	NA

- i. Minerals may be handled at any nominated berth through ship cranes/shore cranes and then the Contractor shall inter-cart the cargo from the wharf to the designated stack-yard/Warehouse.
- ii. Contractor has to arrange on-board stevedoring for all Mineral vessels berthed at any berth) and discharged by MHC (Mobile Harbor Cranes) and ship cranes.
- iii. Entire quantity shall be dispatched by Truck/Rake and loading will be through non-mechanized manner.

**Scope of Work: Category C (Clinker)**

Cargo	Expected Volume (Million MT/annum)	Stevedoring	Receipt and high stacking at Warehouse	Loading and Inter-carting to Wharf / WH
Clinker (Imp/Exp)	0.2	Yes (generally using Ship Crane)	Yes	Yes

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**Scope of Work: Category D**

Cargo	Expected Volume (Million MT/annum)	Stevedoring	Shore handling and heaping/ high stacking at Warehouse	Bagging at Warehouse	Rake loading including inter-carting to siding	Truck loading
Fertilizer (Urea & Non Urea)	0.50	Yes	Yes	No	No	No

**Scope of Work: Category E (Steel Blooms)**

Cargo	Expected Volume (Million MT/annum)	Rake unloading including inter-carting to designated plot/wharf	Inter-carting from designated plot to wharf	Stevedoring
Steel Blooms	0.01	Yes	Yes	Yes

**Volumes indicated above for all the categories are only estimates and are not guaranteed by KPPL.**

**Scope and Nature of Work**

**Activities/services prior to arrival of vessel (Common between all categories)**

The Contractor shall execute, facilitate, and provide vessel related services in connection with its arrival and departure including the following:

- a. Attend berthing meetings regularly and get updated regarding incoming vessel and Cargo details.
- b. Plan and arrange foremen and machinery to handle the Cargo pertaining to the vessel(s) calling at port as per agreed SLA and coordinate with Agents/Port to obtain loading/ discharge sequence.
- c. Plan for storage area (open yard or warehouse) in consultation with KPPL for storing Cargo and prepare such area to be ready to receive such Cargo.
- d. Checking condition of vessel cranes and other gear on the vessel (as applicable) after berthing of the vessel.
- e. During the operations, the Contractor shall keep the cargo operation areas free from any unnecessary obstructions. Any unnecessary gears, rubbish, previous residual cargo etc. which may hinder the operation/contaminate the present cargo to be cleared by the Contractor.
- f. The Contractor shall ensure that there is minimum spillage and wastage during the operations and clean such spillages and wastages from the wharf, jetty, berth, tracks and such cargo

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- operations areas in the port and enable the port to maintain the cleanliness.
- g. The Contractor shall maintain the complete, accurate and up-to-date operational records relating to operations and Contractor's personnel deployed for provision of the services under the Contract. The Contractor shall ensure that records are kept up to date at all times and shall be available for inspection by KPPL or any statutory authorities.
  - h. The Contractor shall retain all such records for the relevant period required as per applicable laws.
  - i. The Contractor shall provide such reports as per KPPL's request in the format duly approved by KPPL.
- A. Category A and B - Coal and Minerals (Including Iron ore, Limestone, Coking coal, Pet-coke, Gypsum, Silica Sand, BF Slag, Bagged Cement Loading)**

**1. Operations/services after berthing of the vessel (On-board stevedoring)**

The Contractor shall discuss the loading/discharge sequences with Vessel and carry out discharge using mobile harbor cranes provided by KPPL or using ship cranes as per agreed SLA.

After berthing, the Contractor shall carry out the necessary cargo operations including the following:

- a. It is the responsibility of the Contractor to clear all the cargo inside the hatches by mechanized/manual means as required i.e. by using pay-loader/excavators for leveling/sweeping/collecting the cargo into the center of the hatches on continuous basis suitable excavator/pay-loaders must be deployed for this purpose in each hatch.
- b. In case of bagged cement, the Cargo is to be loaded into the vessel hatches using vessel/shore cranes, nets & slings and manually stacked inside the hatches.
- c. While discharging, the Contractor shall ensure that no cargo spills into the sea by using save-all nets or such other devices that may be prescribed by the KPPL from time to time.
- d. The Contractor shall maintain a minimum discharge rate as under. However, the Contractor shall endeavor to maximize the discharge rate.

<b>Cargo</b>	<b>Minimum discharge rate – Ship crane (MT per weather working day)</b>	<b>Minimum discharge rate – Shore crane by using 2 HMC (MT per weather working day)</b>
Coal	( NA)	30,000
Pet-coke	18,000	20,000
Iron ore	20,000	30,000
Limestone	18,000	22,000
Silica Sand	9,000	-
BF Slag	18000	20,000

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Cargo	Minimum discharge rate – Ship crane  (MT per weather working day)	Minimum discharge rate – Shore crane by using 2 HMC  (MT per weather working day)
Gypsum	18,000	22,000
Bagged Cement (Loading)	2,500	NA

- e. In case of multiple grade Cargo/ More than single party Cargo in one vessel, discharge rate for that vessel shall be advised by KPPL through Mail.
- f. If for any vessel, special discharge rate (higher than the above indicated) has been agreed with client, the same shall be advised by KPPL through mail.
- g. Demurrage/dispatch money shall be determined on the basis of the above discharge rates. The dispatch money so calculated shall be paid to the Contractor @ 50 % of the dispatch money earned on finalization of lay time account and on receipt of payment from vessel owners/sellers. Payment of dispatch money to Contractor will be made on receipt to the same from Customers / vessel owners. However under no circumstances dispatch money is payable if the vessel incurs demurrage due to pre berthing detention and dispatch not earned by the company After berthing of the vessel, if due to Contractor’s inefficiency, negligence or any other reason the assigned discharge rate is not maintained, KPPL reserves the right to hold Contractor responsible for demurrage calculated on the basis of assigned discharge rate and recover it from the bills.
- h. The Contractor shall ensure that operations will be on a 24X7 basis on all days including festival and national holidays.
- i. If due to adverse weather conditions the discharge of the vessel is suspended at any point of time, KPPL shall not be liable for payment of any expenditure towards idle time of labor/equipment, etc. Contractor shall bear this expenditure.
- j. The Contractor shall obtain daily stevedoring reports duly signed by vessel’s representatives and submit operation reports to KPPL on daily/weekly/monthly basis as required.
- k. The Contractor shall sweep and clean the decks and holds/hatches as per the satisfaction of the vessel upon completion of discharge
- l. The Contractor shall obtain cargo completion certificate, no damage certificate, and clean statement of facts duly signed by vessel’s representative. In the event of any damages caused to the vessel or its gears, it shall be the responsibility of the Contractor to repair the damages to the satisfaction of the vessel representative without any claim on KPPL. In case any claim is received by KPPL from the vessel owners/Master towards repair cost at Karaikal Port or later at other places (if repair work was not possible to be undertaken at Karaikal Port), the same shall be recovered on an as is basis from the Contractor.
- m. In case of full discharge/loading of vessel, it shall be the responsibility of the Contractor to obtain a certificate from the Master of the vessel, certifying that full cargo has been discharged from/loaded onto the vessel as per bill of lading in the case of unloading/clean mate receipt in case of loading and joint draft survey in the

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case of loading/unloading and all the hatches have been swept, cleaned to vessel satisfaction.

- n. The Contractor shall arrange for necessary equipment, operators, signalmen, cleaning gangs, loading gangs, and other manpower (skilled, unskilled and managerial) required for the job at Contractor's cost. The Contractor shall also coordinate with KPPL for the deployment of Mobile Harbor Cranes (MHCs) as required.
- o. The Contractor shall arrange required man power, Equipment and other resources to handle 2 vessels simultaneously, if berthed.
- p. The contractor shall make necessary arrangement for uninterrupted discharge by shore cranes during operation by ensuring continuous evacuation to keep adequate space for handling cargo.

## **2. Shore operations (transport to Storage Yard)**

- a. The Contractor shall deploy sufficient equipment to evacuate cargo guaranteeing an evacuation rate matching the discharge rate mentioned above for every vessel.
- b. If the Contractor fails to evacuate the cargo from the jetty/wharf at the discharge rate mentioned above for each vessel, he shall be liable to pay KPPL damages for every extra hour taken in addition to free hours permitted (6 hours after vessel completion) to evacuate the cargo until the completion of the entire vessel cargo at the jetty/wharf. (@ Rs. 5000/- per hour)
- c. In case, if next vessel is not berthed/not commenced its discharge due to poor evacuation of previous vessel cargo, the damages caused to KPPL shall be recovered from the Contractor.
- d. The Contractor shall be responsible to efficiently load the discharged cargo lying on the jetty/wharf onto Tippers by using front loaders to match the discharge rate. The average distance between wharf/jetty and plot in stock yard is 1.5 Kilometers. The average distance between wharf/jetty to railway siding is 2Kilometers.
- e. Stevedoring operation include sweeping of Jetty/Wharf.
- f. The Contractor shall ensure the evacuation process in relation to the berthing of forthcoming vessel's plans (whether from north to south or south to north) as intimated by the authorized representative of KPPL.
- g. The Contractor shall mobilize & position shore hoppers by deploying adequate Equipment, if KPPL insists discharge through Hoppers, when requested by client.
- h. The Contractor shall ensure no spillage during transportation of cargo and shall conduct checks for spillages at frequent intervals. In case there is spillage as pointed out by authorized representatives of the Contractor/KPPL, or discovered during the checks conducted by Contractor, the same shall be immediately cleaned and transported either to the stock yard or railway siding as applicable.
- i. In case of bagged cement, contractors shall make necessary arrangements such as hydra or any other equipment and man power to unload the cargo into ware house and stack.
- j. The Contractor shall arrange required equipment and man power to load the stacked bagged cement onto trucks and transport to berth for vessel loading.
- k. The Contractor shall arrange required skilled man power to load the bagged cement from inter shifting trucks/clients' direct by-road trucks using vessel cranes and stacking inside vessel holds/hatches as per vessel loading sequence.

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- l. The Contractor shall ensure that operations will be on a 24X7 basis in order to achieve the desired performance parameters.
- m. Making available suitable equipment and arrange to clear off the cargo underneath of conveyor system at Berth 3 /4 if cargo discharged by Mobile Harbour Cranes.
- n. The quantity evacuated shall be calculated as per discharge Quantity based on draft survey, in case of full discharge by MHC/Vessel cranes and as per MHC discharged quantity in case of part discharge by MHC.

### **3. High heaping at Storage Yard and Water Sprinkling**

- a. The Contractor shall dump and high heap the cargo loaded from the jetty/wharf area onto the designated plot either at mechanized or non-mechanized yard at a rate matching the evacuation rate mentioned above for every vessel and to ensure a maximum height of the heap of 9 meters and minimum as required by KPPL.
- b. The Contractor shall deploy sufficient pay-loaders, excavators and any other equipment as may be needed in order to ensure that the cargo shall be stacked in the designated plot in a high heaping manner. The maximum height of the heap shall be up to 9 meters.
- c. The Contractor shall be required to make adequate arrangement for sprinkling water in the working area i.e. the wharf, arterial main roads, roads used for inter-shifting of cargo, roads inside stacking area, stacking area and on the cargo stacks using hoses, labors, pumping system and water tankers to the satisfaction of KPPL authorities. No extra payment shall be made for this job.
- d. Contractor shall ensure that no contamination of cargo by any means during discharge/inter-shifting/delivery by road/rail. Any cargo contamination claim from the KPPL client will be directly passed on to the contractors account.

### **4. Road dispatch**

- a. The Contractor shall utilize front loaders to load cargo onto trucks supplied by the importer on production of requisite paperwork as specified by KPPL.
- b. The Contractor shall be responsible to maintain adequate labor and equipment so as to load 10,000 MT per day of Road dispatch.
- c. The Contractor shall ensure that trucks are weighed at KPPL weighbridges and that the dispatch trucks are suitably covered with tarpaulin/other means prior to leaving for gross-weighment. Leveling of Cargo & tarpaulin covering shall be monitored and ensured by the contractor to be carried out near the respective plots.
- d. The loading time of each truck shall not exceed 4 hours (TAT)-Tare Weighment to Gross-Weighment. Failing which penalty will be imposed @ Rs 50/- per hour per truck
- e. The Contractor shall maintain sufficient equipment in working condition (lesser than 5 years old) and labor to carry out road and rail dispatch simultaneously. It shall be the Contractor's responsibility to maintain arrival moisture of all cargos delivered on un-normalized basis. KPPL shall produce arrival moisture report to the Contractor.
- f. The Contractor shall make necessary arrangements (as mentioned in section-3, point-c) to attend to fire-fighting of cargo at all times.
- g. Proper Scrapping of plots should be ensured upon Cargo dispatch completion as per KPPL's advice to facilitate accommodation of next vessel's Cargo.



## 5. Rail dispatch

- a. The Contractor shall coordinate with KPPL's authorized representatives on a daily basis to get rake loading plan for the day so as to schedule cargo inter-carting without any hurdle to the next rake.
- b. The Contractor shall maintain equipment insufficient numbers of specified specifications so as to inter-cart and load 2 full rakes per day. The average distance from stock yard plot to railway siding is 2 Kilometers.
- c. Contractor shall ensure Railway siding is free from any residual Cargo or foreign materials (shall scrap & clean if required) before commencement of Cargo shifting to siding.
- d. The Contractor shall ensure cargo inter-carting from the heap assigned by KPPL's authorized representatives and shall be responsible to move the cargo from jetty/ stock yard to railway siding/any other designated plot inside mechanized yard for mechanized rake loading within four hours. Inter-carting is to be done as per assigned number of rakes. The Contractor shall ensure there is no waiting for cargo during the time the rake is placed. The quantity inter carted into the mechanized yard ascertained as per RR.
- e. The Contractor shall be responsible to move the cargo with minimum spillage from jetty/wharf to either the designated plot in the stack-yard or to the railway siding based on the operational requirement of KPPL.
- f. On arrival of the wagons and before rake placement, 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 arises, the same will be recovered from Contractor's payment.
- g. 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. Maximum Allowable time for cleaning of empty wagons is 1 hour from the arrival.
- h. The Contractor shall load the Cargo onto the wagons using front-end loaders. The Contractor shall ensure minimum loading of 68 MT (BoxN)/70 (Box HL) for Thermal coal & 67 MT for steam coal/coking coal BOX-N/HL and 60 MT for BOBRN wagons.
- i. The Contractor shall be responsible to trim cargo loaded on to rail wagons using excavators and by labors. The Contractor shall arrange for covering of loaded wagons using tarpaulin.
- j. The Contractor shall complete loading into wagons including leveling & trimming of cargo within permissible "freetime" allowed by railway authorities and ensure 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.
- k. The Contractor shall ensure optimal loading of the wagons. Any dead freight for under loading will be recovered from the Contractor. Dead freight shall be calculated on the basis of (68 MT for TNEB and 67 MT for other clients) for BOXN (on average basis)/ 70 MT for BOXHL (for TNEB) (on average basis)/60 MT for BOBRN (per wagon basis).

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- l. Any punitive charges incurred on account of wagon over loading, shall be recovered from Contractor's running bill.
- m. Wagon Demurrage, Engine Detention charges and/or any such penal charges shall be recovered from Contractor's running bill.
- n. The Contractor shall be responsible for clearing the railway track (by deploying teeth-less Front-end loaders/Labors) after the rake is dispatched without any hurdle to the next rake. Cleaning should be carried out without any damages to rails, sleepers, Earth-rods, clamps, etc. Maximum allowable time to clean the track would be 30 minutes. If the Contractor fails to clean the track within the stipulated time, the Contractor shall be liable to pay KPPL damages @ Rs. 1000/- (Rupees one thousand only) for every extra hour or part thereof taken in addition to free hours permitted.
- o. It is Contractor's duty to return the left over cargo after the rake loading from railway siding back to the original plot without any additional cost to the KPPL immediately on completion of rake loading.
- p. Upon completion of rake loading, Contractor shall ensure Railway siding is free from any residual Cargo or foreign materials (shall scrap & clean if required).
- q. Proper Scrapping of plots should be ensured upon Cargo dispatch completion as per KPPL's advice to facilitate accommodation of next vessel's Cargo.

## **B. Category C**

### **Clinker (Unloading)**

#### **1. Operations/services after berthing of the vessel (On-board stevedoring)**

The Contractor shall discuss the discharge sequences with Vessel and carry out discharge using ship cranes as per agreed SLA.

After berthing, the Contractor shall carry out the necessary cargo operations including the following:

- a. The Contractor shall ensure the average minimum discharge rate be 20,000 MT PWWD.
- b. It is the responsibility of the Contractor to clear all the cargo inside the hatches by mechanized/manual means as required i.e. by using pay-loader/excavators for leveling/sweeping/collecting the cargo into the center of the hatches on continuous basis suitable excavator/pay-loaders must be deployed for this purpose in each hatch.
- c. While discharging, the Contractor shall ensure that no cargo spills into the sea by using save-all nets or such other devices that may be prescribed by the KPPL from time to time.
- d. The Contractor shall maintain a minimum discharge rate mentioned in due course. However, the Contractor shall endeavor to maximize the discharge rate.
- e. Demurrage/dispatch money shall be determined on the basis of the above discharge rates. The dispatch money so calculated shall be paid to the Contractor @ 50 % of the dispatch money earned on finalization of lay time account and on receipt of payment from vessel owners/sellers. Payment of dispatch money to

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Contractor will be made on receipt of the same from Customers/vessel owners. However under no circumstances dispatch money is payable if the vessel incurs demurrage due to pre berthing detention and dispatch not earned by the company. After berthing of the vessel, if due to Contractor's inefficiency, negligence or any other reason the assigned discharge rate is not maintained, KPPL reserves the right to hold Contractor responsible for demurrage calculated on the basis of assigned discharge rate and recover it from the bills.

- f. The Contractor shall ensure that operations will be on a 24X7 basis on all days including festival and national holidays.
- g. If due to adverse weather conditions the discharge of the vessel is suspended at any point of time, KPPL shall not be liable for payment of any expenditure towards idle time of labor/equipment, etc. Contractor shall bear this expenditure.
- h. The Contractor shall obtain daily stevedoring reports duly signed by vessel's representatives and submit operation reports to KPPL on daily/weekly/monthly basis as required.
- i. The Contractor shall sweep and clean the decks and holds/hatches as per the satisfaction of the representatives of the vessel upon completion of discharge
- j. The Contractor shall obtain cargo completion certificate, no damage certificate, and clean statement of facts duly signed by vessel's representative. In the event of any damages caused to the vessel or its gears, it shall be the responsibility of the Contractor to repair the damages to the satisfaction of the vessel representative without any claim on KPPL. In case any claim is received by KPPL from the vessel owners/Master towards repair cost at Karaikal Port or later at other places (if repair work was not possible to be undertaken at Karaikal Port), the same shall be recovered on an as is basis from the Contractor.
- k. In case of full discharge, it shall be the responsibility of the Contractor to obtain a certificate from the Master of the vessel, certifying that full cargo has been discharged from the vessel as per bill of lading and joint draft survey and all the hatches have been swept, cleaned to vessel satisfaction.
- l. The Contractor shall arrange for necessary equipment, operators, signalmen, cleaning gangs, loading gangs, and other man power (skilled, unskilled and managerial) required for the job at Contractor's cost. The Contractor shall also coordinate with KPPL for the deployment of Mobile Harbor Cranes (MHCs) as required

## **2. Shore operations (transport to Ware House)**

- a. The Contractor shall deploy sufficient equipment to evacuate cargo guaranteeing an evacuation rate matching the discharge rate mentioned above for every vessel.
- b. If the Contractor fails to evacuate the cargo from the jetty/wharf at the discharge rate mentioned above for each vessel, he shall be liable to pay KPPL damages for every extra hour taken in addition to free hours permitted (6 hours after vessel completion) to evacuate the cargo until the completion of the entire vessel cargo at the jetty/wharf. (@ Rs. 5000/- per hour)
- c. The Contractor shall be responsible to efficiently load the discharged cargo lying on the jetty/wharf onto Tippers by using front-end loaders to match the discharge rate. The average distance between wharf/jetty and ware house is less than 1.0 Kilometer. Stevedoring operation include sweeping of Jetty/Wharf.

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- d. The Contractor shall ensure no spillage during transportation of cargo and shall conduct checks for spillages at frequent intervals. In case there is spillage as pointed out by authorized representatives of the Contractor/KPPL, or found during the checks conducted by Contractor, the same shall be immediately cleaned and transported to ware house.
- e. The Contractor shall ensure that operations will be on a 24X7 basis in order to achieve the desired performance parameters.
- f. During adverse weather condition/monsoon, at any point of time, left-over Cargo on Jetty/Wharf shall not be more than 100 MT. Contractor has to match/ maintain the discharge rate of vessel and evacuation rate accordingly. Such left-over Cargo should be protected in a proper manner.
- g. Cleaning/Scrapping of the Jetty & Wharf upon completion of evacuation and move such collected Cargo to Warehouse.

### **3. High heaping at Ware House**

- a. The Contractor shall dump and high heap the cargo loaded from the jetty/wharf area into the designated ware house for every vessel and to ensure optimum use of ware house
- b. The Contractor shall deploy sufficient pay-loaders, excavators and any other equipment as may be needed in order to ensure that the cargo shall be stacked in the designated ware house in a high heaping manner.
- c. Contractor shall ensure that no contamination of cargo by any means during discharge/inter-shifting/stacking. Any cargo contamination claim from the KPPL client will be directly passed on to the Contractor's account.

### **Clinker (Loading)**

- a. The Contractor shall unload cargo from trucks/at the designated warehouse and heap the cargo so that maximum capacity of the warehouse is utilized. Contractor shall engage necessary equipment to unload the trucks/within 4 hrs. (TAT)-Tare-Weighment to Gross-Weighment failing which penalty at the rate of Rs. 50/- per hour per truck shall be levied.
- b. The Contractor shall load the cargo at the warehouse onto tippers and inter-cart the cargo to dump it onto the wharf. The average distance between warehouse and wharf/jetty will be around 1Kilometer.
- c. For unloading from Client's non-tipping trucks, Contractor shall deploy necessary equipment & manpower.
- d. The Contractor shall deploy sufficient equipment to inter-cart cargo guaranteeing an adequate rate matching the loading rate mentioned below for vessel.
- e. The Contractor shall be responsible to move the cargo without spillage from warehouse to the wharf based on the operational requirement of KPPL Stevedoring operation include sweeping of Jetty/Wharf.
- f. The Contractor shall maintain equipment (excavators, front-end loaders and tippers/trucks) in sufficient numbers in working condition of specified specifications so as to inter-cart cargo to match the loading rate mentioned below.
- g. Contractor shall make necessary equipment like air compressors etc. available at work site for their Front end Loaders and Excavators for cleaning of filters etc. The Contractor shall obtain the loading sequences and carry out loading using mobile harbor cranes provided by KPPL or using ship cranes as per agreed SLA.

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- h. The Contractor shall guarantee a loading rate of:
  - Ship crane - 13,000 MT per weather working day
  - Shore crane – 14,000 MT per weather working day
- i. Demurrage/dispatch money shall be determined on the basis of the above loading rates. The dispatch money so calculated shall be paid to the Contractor @ 50% of the dispatch money earned on finalization of lay time account and on receipt of payment from vessel owners/sellers. Payment of dispatch money to Contractor will be made on receipt of the same from Customer/vessel owners. However under no circumstances dispatch money is payable if the vessel incurs demurrage due to pre berthing detention. After berthing of the vessel, if due to Contractor's inefficiency, negligence or any other reason the assigned load rate is not maintained, KPPL reserves the right to hold Contractor responsible for demurrage calculated on the basis of assigned load rate and recover it from bills.
- j. The Contractor shall ensure that operations will be on a 24X7 basis on all days including holidays.
- k. If due to adverse weather conditions the discharge of the vessel is suspended at any point of time, KPPL shall not be liable for payment of any expenditure towards idle time of labour/equipment, etc. Contractor shall bear this expenditure.
- l. The Contractor shall obtain daily stevedoring reports duly signed by vessel's representatives and submit operation reports to KPPL on daily/weekly/monthly basis as required.
- m. The Contractor shall sweep and clean the decks as per the satisfaction of the representatives of the vessel upon completion of loading
- n. The Contractor shall obtain no damage certificate and clean statement of facts duly signed by vessel's representative. In the event of any damages caused to the vessel or its gears, it shall be the responsibility of the Contractor to repair the damages to the satisfaction of the vessel representative without any claim on KPPL. In case any claim received by KPPL from the vessel owners/Master towards repair cost at Karaikal Port or later at other places (if repair work was not possible to be undertaken at Karaikal Port), the same shall be recovered on as is basis from the Contractor.
- o. After completion of loading, it shall be the responsibility of the Contractor to obtain a certificate from the Master of the vessel, certifying that full cargo has been loaded onto the vessel as per joint draft survey and the generated Mate receipt. The Contractor shall arrange for necessary equipment, operators, signalmen, cleaning gangs, loading gangs, and other manpower (skilled, unskilled and managerial) required for the job at Contractor's cost. The Contractor shall also coordinate with KPPL for the deployment of Mobile Harbor Cranes (MHCs) as required

### **C. Category D - Fertilizer**

#### **1. Operations/services after berthing of the vessel (Onboard stevedoring)**

After berthing, the Contractor shall carry out the necessary cargo operations including the following:

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- a. The Contractor shall obtain the discharge sequences and carry out discharge using mobile harbor cranes provided by KPPL or using ship cranes, through KPPL Provided hoppers onto tippers/trucks
- b. Cargo in all hatches is to be inspected before commencement of discharge. For any major variation in Cargo characteristic with respect to what is stated in Bill of Lading, the same shall be notified to KPPL immediately and unloading shall be commenced only after getting the clearance from KPPL. If Cargo is wet, damaged or discolored, Contractor has to immediately bring it to the attention of KPPL.
- c. In case where bulk Cargo arrived in hardened condition or found hardened during the course of discharge, it shall be necessary for the Contractor to adopt special measures or equipment to loosen the hardened Cargo and render it free-flowing and capable of being discharged freely by mechanical grab. However, formation of lumps due to atmospheric conditions and which could be transformed into free flowing condition with minimum effort, do not constitute hardened Cargo.
- d. Whenever damaged or hardened Cargo is noticed, the Contractor shall bring it to the notice of the KPPL officials without loss of time and arrange for issue of Protest Note to the Owner's Agents/Master of the Vessel and arrange for joint survey.
- e. The quantity of Cargo unloaded and received by the Contractor from the ship will be determined by Final Draft Survey (DS). Short landing/shortage certificate, if any, should be obtained by the Contractor.
- f. It is the responsibility of the Contractor to clear all the cargo inside the hatches by mechanized/manual means i.e. by using pay-loader/excavator for sweeping/collecting the cargo into the center of the hatches on a continuous basis. Suitable excavator/pay-loaders must be deployed for this purpose in each hatch.
- g. Stevedoring will be deemed to include sweeping and cleaning of holds, bilges, decks, etc. and other operations necessary for completing the discharge of the Cargo.
- h. While discharging, the Contractor shall ensure that no cargo spills into the sea by using save-all nets or such other devices that may be prescribed by KPPL
- i. The Contractor shall maintain a minimum discharge rate as under. However, the Contractor will maximize the discharge rate.

<b>Cargo</b>	<b>Minimum discharge rate – Ship crane @ 4 hooks (MT per day)</b>	<b>Minimum discharge rate – Shore crane (MT per day)</b>
Urea	10000	12,500
Non Urea	12500	15,000

- j. Demurrage/dispatch money shall be determined on the basis of the above discharge rates. The dispatch money so calculated shall be paid to the Contractor @50% of the dispatch money earned on finalization of lay time account and on receipt of payment from vessel owners/sellers. Payment of dispatch money to Contractor will be made on receipt of the same from Customers/vessel owners. However at no circumstances dispatch money is payable if the vessel incurs demurrage due to pre berthing detention. After berthing of the vessel, if due to Contractor's inefficiency, negligence or any other reason the assigned discharge rate is not maintained, KPPL reserves the right to hold Contractor responsible for

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demurrage calculated on the basis of assigned discharge rate and recover it from bills.

- k. The Contractor shall ensure that operations will be on a 24x7 basis.
- l. If due to adverse weather conditions the discharge of the vessel is suspended at any point of time, KPPL shall not be liable for payment of any expenditure towards idle time of labor/equipment, etc. Contractor shall bear this expenditure.
- m. The Contractor shall obtain daily stevedoring reports duly signed by vessel's representatives and submit operation reports to KPPL on daily basis as required.
- n. The Contractor shall sweep and clean the decks and holds/hatches as per the satisfaction of the representatives of the vessel upon completion of discharge.
- o. The Contractor shall obtain cargo completion certificate, no damage certificate, and clean statement of facts duly signed by vessel's representative. In the event of any damages caused to the vessel or its gears, it shall be the responsibility of the Contractor to repair the damages to the satisfaction of the vessel representative without any claim on KPPL. In case any claim is received by KPPL from the vessel owners/Master towards repair cost at Karaikal Port or later at other places (if repair work was not possible to be undertaken at Karaikal Port), the same shall be recovered from the Contractor.
- p. After vessel completion, it shall be the responsibility of the Contractor to obtain a certificate from the Master of the vessel, certifying that full cargo has been discharged from the vessel and all the hatches have been swept, cleaned to vessel entire satisfaction.
- q. The Contractor shall arrange for necessary equipment, safety gear (like masks, socks, etc.) operators, signalmen, and other manpower (skilled, unskilled and managerial) required for the job at Contractor's cost.

## **2. Shore operations (transport to warehouse)**

- a. The Contractor shall deploy sufficient equipment to evacuate cargo of a volume matching the discharge rate mentioned above.
- b. If the Contractor fails to evacuate the cargo from the jetty/wharf at the discharge rate mentioned above, he shall be liable to pay KPPL damages for every extra hour taken to additional free hours permitted (6 hours after vessel completion) to evacuate the cargo until the completion of the entire vessel cargo at the jetty/wharf @ Rs 5000/- per hour till completion of evacuation).
- c. The cargo shall be discharged through hoppers, provided by KPPL, onto trucks/tippers or by shore dumping using vessel cranes/MHCs. The Contractor is responsible to deploy adequate trained manpower to operate, maintain and clean the hoppers during working of cargo.
- d. The Contractor shall mobilize & position shore hoppers by deploying adequate Equipment.
- e. The tippers used for Cargo movement from jetty/wharf to Warehouse should be leak-proof (properly sponge-fixed around the door closure area).
- f. The Contractor shall be responsible to efficiently transport all the discharged cargo to the warehouse designated by KPPL, through Tippers to match the discharge rate. The average distance between wharf/jetty and warehouse will be around 1 kilometer.

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- g. The scope of work is inclusive of collection of spillages/sweepings after evacuation and move such collected Cargo to desired Warehouse.
- h. The Contractor shall be responsible to move the cargo without spillage from jetty/wharf to designated warehouse
- i. Upon the entire process from discharge to stacking in Warehouse, it is the sole responsibility of Contractor to ensure the Cargo free from any contamination.
- j. The Contractor shall ensure the evacuation process in relation to the berthing of forthcoming vessel's plans as intimated by the authorized representative of KPPL.
- k. The Contractor shall ensure that operations will be on a 24x7 basis in order to achieve the desired performance parameters.
- l. During adverse weather condition/monsoon, at any point of time, left-over Cargo on shore Hoppers should be empty and on Jetty/Wharf shall not be more than 100 MT. Contractor has to match/maintain the discharge rate of vessel and evacuation rate accordingly. Such left-over Cargo should be protected in a proper manner by tarpaulin & by other measures.
- m. Cleaning/Scrapping of the Jetty & Wharf upon completion of evacuation and move such collected Cargo to Warehouse.

### **Category E Steel Blooms**

#### **1. Unloading from Wagon/Trailors and stacking:**

- a. The Contractor shall arrange necessary equipment like hydra, Fork Lift etc. and man power to unload steel blooms from wagon/trailors within stipulated time of 5 hrs. from placement.
- b. The Contractor shall transport and stack the blooms at stack yard allocated by KPPL with proper dunnage such that the same can be retrievable and loaded onto trailers for vessel loading.

#### **2. Transporting to berth and loading onto vessel**

- a. The Contractor will be informed the vessel ETA well in advance and accordingly Contractor shall arrange equipment like Trailors, hydra, fork lift etc. and skilled man power to shift the steel blooms from stack yard to berth for vessel loading
- b. The Contractor shall meet vessel crew on arrival and discuss about the loading sequence to load the steel blooms in the Cargo holds/hatches as per provided sequence
- c. The Contractor shall ensure the cargo holds are free from contaminants and suitable for loading.
- d. On-board operation includes dunnaging with ISPMIS treated and marked wood, lashing with ITW strips etc.
- e. The Contractor has to ensure proper loading, dunnaging & securing of Cargo to vessel/Master's satisfaction.
- f. The Contractor shall appoint surveyors to do the survey during unloading from the wagon/trailors, loading onto the vessel.
- g. The Contractor shall have to deploy adequate equipment to handle the above operation which include but not limited to,
  - (i) 12 Ton Hydra (With required slings and gears) : 10 Nos.
  - (ii) 20 or 2S Ton capacity fork lift: 3 - 4 Nos.
  - (iii) Trailors: 10 Nos.



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The above numbers are only indicative. The Contractor shall arrange required numbers so that the average of 5000 MT per day loaded. Fuel for equipment will be in Contractor's scope.

- h. Any penalties imposed by Railways due to delay in unloading will be on Contractor's account.
- i. Vessel demurrages due to lesser loading rate or any other reason attributable to Contractor's scope will be on Contractor's account.
- j. The Contractor shall obtain cargo completion certificate, no damage certificate, and clean statement of facts duly signed by vessel's representative. In the event of any damages caused to the vessel or its gears, it shall be the responsibility of the Contractor to repair the damages to the satisfaction of the vessel representative without any claim on KPPL. In case any claim is received by KPPL from the vessel owners/Master towards repair cost at Karaikal Port or later at other places (if repair work was not possible to be undertaken at Karaikal Port), the same shall be recovered on an as is basis from the Contractor.

### **Category F Food grains**

#### **1. Operations/services after berthing of the vessel (Onboard stevedoring)**

After berthing, the Contractor shall carry out the necessary cargo operations including the following:

- a. The Contractor shall obtain the discharge sequences and carry out discharge using vessel cranes through KPPL provided hoppers onto tippers/trucks or onto jetty.
- b. Cargo in all hatches is to be inspected before commencement of discharge. For any major variation in Cargo characteristic with respect to what is stated in Bill of Lading, the same shall be notified to KPPL immediately and unloading shall be commenced only after getting the clearance from KPPL. If Cargo is wet, damaged or discolored, Contractor has to immediately bring it to the attention of KPPL.
- c. In case where bulk Cargo arrived in hardened condition or found hardened during the course of discharge, it shall be necessary for the Contractor to adopt special measures or equipment to loosen the hardened Cargo and render it free-flowing and capable of being discharged freely by mechanical grab. However, formation of lumps due to atmospheric conditions and which could be transformed into free flowing condition with minimum effort, do not constitute hardened Cargo.
- d. Whenever damaged or hardened Cargo is noticed, the Contractor shall bring it to the notice of the KPPL officials without loss of time and arrange for issue of Protest Note to the Owner's Agents/Master of the Vessel and arrange for joint survey.
- e. The quantity of Cargo unloaded and received by the Contractor from the ship will be determined by Final Draft Survey (DS). Short landing/shortage certificate, if any, should be obtained by the Contractor.
- f. It is the responsibility of the Contractor to clear all the cargo inside the hatches by mechanized/manual means i.e. by using pay-loader/excavator for sweeping/collecting the cargo into the center of the hatches on a continuous basis. Suitable excavator/pay-loaders must be deployed for this purpose in each hatch.
- g. Stevedoring will be deemed to include sweeping and cleaning of holds, bilges, decks, etc. and other operations necessary for completing the discharge of the Cargo.

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- h. While discharging, the Contractor shall ensure that no cargo spills into the sea by using save-all nets or such other devices that may be prescribed by KPPL
- i. The Contractor shall maintain a minimum discharge rate as under. However, the Contractor will maximize the discharge rate.

<b>Cargo</b>	<b>Minimum discharge rate –Ship crane @ 4 hooks (MT / day)</b>
Food grains	2000

- j. Demurrage/dispatch money shall be determined on the basis of the above discharge rates. The dispatch money so calculated shall be paid to the Contractor @50% of the dispatch money earned on finalization of lay time account and on receipt of payment from vessel owners/sellers. Payment of dispatch money to Contractor will be made on receipt of the same from Customers/vessel owners. However at no circumstances dispatch money is payable if the vessel incurs demurrage due to pre berthing detention. After berthing of the vessel, if due to Contractor’s inefficiency, negligence or any other reason the assigned discharge rate is not maintained, KPPL reserves the right to hold Contractor responsible for demurrage calculated on the basis of assigned discharge rate and recover it from bills.
- k. The Contractor shall ensure that operations will be on a 24x7 basis.
- l. If due to adverse weather conditions the discharge of the vessel is suspended at any point of time, KPPL shall not be liable for payment of any expenditure towards idle time of labor/equipment, etc. Contractor shall bear this expenditure.
- m. The Contractor shall obtain daily stevedoring reports duly signed by vessel’s representatives and submit operation reports to KPPL on daily basis as required.
- n. The Contractor shall sweep and clean the decks and holds/hatches as per the satisfaction of the representatives of the vessel upon completion of discharge.
- o. The Contractor shall obtain cargo completion certificate, no damage certificate, and clean statement of facts duly signed by vessel’s representative. In the event of any damages caused to the vessel or its gears, it shall be the responsibility of the Contractor to repair the damages to the satisfaction of the vessel representative without any claim on KPPL. In case any claim is received by KPPL from the vessel owners/Master towards repair cost at Karaikal Port or later at other places (if repair work was not possible to be undertaken at Karaikal Port), the same shall be recovered from the Contractor.
- p. After vessel completion, it shall be the responsibility of the Contractor to obtain a certificate from the Master of the vessel, certifying that full cargo has been discharged from the vessel and all the hatches have been swept, cleaned to vessel entire satisfaction.
- q. The Contractor shall arrange for necessary equipment, safety gear (like masks, socks, etc.) operators, signalmen, and other manpower (skilled, unskilled and managerial) required for the job at Contractor's cost.

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## **2. Shore operations (transport to warehouse)**

The Contractor shall deploy sufficient equipment to evacuate cargo of a volume matching the discharge rate mentioned above.

- a. If the Contractor fails to evacuate the cargo from the jetty/wharf at the discharge rate mentioned above, he shall be liable to pay KPPL damages for every extra hour taken to additional free hours permitted (6 hours after vessel completion) to evacuate the cargo until the completion of the entire vessel cargo at the jetty/wharf. @ Rs 5000/- per hour till completion of evacuation).
- b. The cargo shall be discharged through hoppers, provided by KPPL, onto trucks/tippers or by shore dumping using vessel cranes/MHCs. The contractor is responsible to deploy adequate trained manpower to operate, maintain and clean the hoppers during working of cargo
- c. The Contractor shall be responsible to efficiently transport all the discharged cargo to the warehouse designated by KPPL, through Tippers to match the discharge rate. The average distance between wharf/jetty and warehouse will be less than 1 kilometer
- d. The scope of work is inclusive of collection of spillages/sweepings after evacuation and move such collected Cargo to desired Warehouse
- e. The Contractor shall be responsible to move the cargo without spillage from jetty/wharf to designated warehouse
- f. The tippers used for Cargo movement from jetty/wharf to Warehouse should be leak-proof (properly sponge-fixed around the door closure area).
- g. Upon the entire process from discharge to stacking in Warehouse, it is the sole responsibility of Contractor to ensure the Cargo free from any contamination.
- h. The Contractor shall ensure the evacuation process in relation to the berthing of forthcoming vessel's plans as intimated by the authorized representative of KPPL
- i. The contractor shall ensure that operations will be on a 24x7 basis in order to achieve the desired performance parameters

## **3. High heaping at Ware House**

- a. The Contractor shall dump and high heap the cargo loaded from the jetty/wharf area into the designated ware house for every vessel and to ensure optimum use of ware house
- b. The Contractor shall deploy sufficient pay-loaders, excavators and any other equipment as may be needed in order to ensure that the cargo shall be stacked in the designated ware house in a high heaping manner.
- c. Contractor shall ensure that no contamination of cargo by any means during discharge/inter-shifting/stacking. Any cargo contamination claim from the KPPL client will be directly passed on to the Contractor's account.

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#### **4. Road dispatch**

- a. The Contractor shall utilize front loaders to load cargo onto trucks supplied by the importer on production of requisite paperwork as specified by KPPL.
- b. The Contractor shall be responsible to maintain adequate labor and equipment so as to load 1000 MT per day of Road dispatch.
- c. The Contractor shall ensure that trucks are weighed at KPPL weighbridges and that the dispatch trucks are suitably covered with tarpaulin/other means prior to leaving for gross-weighment. Leveling of Cargo & tarpaulin covering shall be monitored and ensured by the contractor to be carried out near the respective plots.
- d. The loading time of each truck shall not exceed 4 hours (TAT)-Tare Weighment to Gross-Weighment. Failing which penalty will be imposed @ Rs 50 per hour per truck
- e. The Contractor shall maintain sufficient equipment in working condition (lesser than 5 years old) and labor to carry out road and rail dispatch simultaneously. It shall be the Contractor's responsibility to maintain arrival moisture of all cargos delivered on un-normalized basis. KPPL shall produce arrival moisture report to the Contractor.
- f. The Contractor shall make necessary arrangements to attend to fire-fighting of cargo at all times.

#### **Food Grains (Loading)**

- a. The Contractor shall unload cargo from trucks/ at the designated warehouse and heap the cargo so that maximum capacity of the warehouse is utilized. Contractor shall engage necessary equipment to unload the trucks/ within 4 hrs (TAT)-Tare-Weighment to Gross-Weighment failing which penalty at the rate of Rs 50 per hour per truck shall be levied
- b. The Contractor shall load the cargo at the warehouse onto tippers and inter-cart the cargo to dump it onto the wharf. The average distance between warehouse and wharf/jetty will be around 1Kilometer.
- c. For unloading from Client's non-tipping trucks, Contractor shall deploy necessary equipment & manpower.
- d. The Contractor shall deploy sufficient equipment to inter-cart cargo guaranteeing an adequate rate matching the loading rate mentioned below for vessel.
- e. The Contractor shall be responsible to move the cargo without spillage from warehouse to the wharf based on the operational requirement of KPPL Stevedoring operation include sweeping of Jetty/Wharf.
- f. The Contractor shall maintain equipment (excavators, front-end loaders and tippers/trucks) in sufficient numbers in working condition of specified specifications so as to inter-cart cargo to match the loading rate mentioned below.
- g. Contractor shall make necessary equipment like air compressors etc. available at work site for their Front end Loaders and Excavators for cleaning of filters etc.
- h. The Contractor shall obtain the loading sequences and carry out loading using mobile harbor cranes provided by KPPL or using ship cranes as per agreed SLA.

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- i. The Contractor shall guarantee a loading rate of:
- j. Ship crane - 5000 MT per weather working day
- k. Shore crane – 6000 MT per weather working day
- l. Demurrage/despatch money shall be determined on the basis of the above loading rates. The despatch money so calculated shall be paid to the Contractor @ 50% of the despatch money earned on finalization of lay time account and on receipt of payment from vessel owners/sellers. Payment of despatch money to Contractor will be made on receipt of the same from Customer / vessel owners. However under no circumstances despatch money is payable if the vessel incurs demurrage due to pre berthing detention. After berthing of the vessel, if due to Contractor's inefficiency, negligence or any other reason the assigned load rate is not maintained, KPPL reserves the right to hold Contractor responsible for demurrage calculated on the basis of assigned load rate and recover it from bills.
- m. The Contractor shall ensure that operations will be on a 24X7 basis on all days including holidays.
- n. If due to adverse weather conditions the discharge of the vessel is suspended at any point of time, KPPL shall not be liable for payment of any expenditure towards idle time of labour/equipment, etc. Contractor shall bear this expenditure.
- o. The Contractor shall obtain daily stevedoring reports duly signed by vessel's representatives and submit operation reports to KPPL on daily/weekly/monthly basis as required
- p. The Contractor shall sweep and clean the decks as per the satisfaction of the representatives of the vessel upon completion of loading
- q. The Contractor shall obtain no damage certificate and clean statement of facts duly signed by vessel's representative. In the event of any damages caused to the vessel or its gears, it shall be the responsibility of the Contractor to repair the damages to the satisfaction of the vessel representative without any claim on KPPL. In case any claim received by KPPL from the vessel owners/Master towards repair cost at Karaikal Port or later at other places (if repair work was not possible to be undertaken at Karaikal Port), the same shall be recovered on as is basis from the Contractor.
- r. After completion of loading, it shall be the responsibility of the Contractor to obtain a certificate from the Master of the vessel, certifying that full cargo has been loaded onto the vessel as per joint draft survey and the generated Mate receipt. The Contractor shall arrange for necessary equipment, operators, signalmen, cleaning gangs, loading gangs, and other manpower (skilled, unskilled and managerial) required for the job at Contractor's cost. The Contractor shall also coordinate with KPPL for the deployment of Mobile Harbor Cranes (MHCs) as required

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### **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.

### **Vehicles and equipment**

- a. All vehicles and equipment to be deployed in the port should possess valid licenses, fitness certificate and registrations as required as per statute.
- b. It is Contractor's responsibility to provide good quality, leak proof tippers at all times during operation. Vehicles engaged to be of less than 5 year old with adequate maintenance and manpower appropriate for intended nature of work.
- c. The Contractor shall be responsible for the maintenance and repair of vehicles and equipment. The Contractor shall maintain necessary genuine spares, lubricants and consumables for the operation and maintenance of vehicles and equipment.
- d. 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.
- e. The Contractor 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 be 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.
- f. The Contractor shall ensure that the uptime of each of the equipment should be minimum 95% (ninety five percent) during vessel handling and wagon loading/unloading.
- g. The Contractor shall, for performance of the scope of services mentioned above, maintain the minimum following fleet of equipment in running condition for handling 2 Panamax Vessels

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at any given point of time, dispatching atleast 10,000 MT per day of coal by road and loading 2 manual rakes per day:

- 20 Ton Tippers – 35 Nos.
- 3T Front End Loaders – 12 Nos.
- 5T Front End Loaders – 12 Nos.
- Ex200 20Ton Excavator with coal bucket – 9 Nos.

To achieve the requisite discharge rate, if additional quantities of equipment requires, the Contractor shall deploy the additional equipment without any additional cost to KPPL.

- h. In case of arrival of additional vessels, prior notice shall be given to the Contractor for deployment of additional equipment to meet the requisite discharge rate without any additional cost to KPPL.

**Minimum Qualification Criteria**

- a. Bidder shall have minimum experience of 5 years in stevedoring/cargo handling at any Indian commercial ports and handled an aggregate annual volume of 2 MMT across all ports in which bidder has operated across all cargo in the last 3 financial years (i.e. 2017-18, 2018-19 and 2019-20). Detailed description of volume handled in the last 3 financial years to be provided along with proof of experience from respective port authority.
- b. Average annual financial turnover of the bidder during the last 3 years ending 31<sup>st</sup> March 2020, shall be at least Rs. 25 Crores achieved from the stevedoring activities only (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. 2.0 Crores (Rupees two crores 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.
- d. The bidder shall be in the ownership of the minimum number of the following equipment:
  - 20Ton Tipper – At least 18 Nos.
  - 3 Ton Front Loader – At least 6 Nos.
  - 5 Ton Front Loader – At least 6 Nos.
  - EX 200 20 T Excavator - At least 5 Nos.

The bidder shall submit proof of ownership of equipment along with proof of valid statutory registrations and licenses at the time of submission of his bid.

- e. Bidder should have a valid stevedore license at any Indian commercial port
- f. Bidder should not be blacklisted by any of the ports in India
- g. Bidder should have experienced/certified manpower in cargo handling

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### 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 0.30

3. The Contractor shall be paid in accordance with Annexure-2 “**Price Schedule**” regarding handling charges for carrying out the operations. All payment shall be made within 45 days from the date of submission of invoice along with necessary supporting documents duly certified by KPPL’s engineer in-charge.
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. 2.0 Crores (Rupees two crores 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 RR [Railway Receipts] (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 0.30% of quantity received by the Contractor for category A, B and C (normalized/un-normalized as applicable). For category D (Fertilizers) the handling loss not to exceed 0.20%



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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. Risk Purchase**

In case, the Services are not completed within the stipulated schedule and corrective action has not been taken by the Contractor within 1 (one) week of written notice by KPPL, KPPL reserves right to engage any other agency to complete the works at the risk and cost of the Contractor and recover the cost/expenditure that would be incurred extra by KPPL from the Contractor.

This above option is available to KPPL without prejudice to KPPL's right to take action and/or proceed against the Contractor in accordance with General and/or specific laws applicable. However, such risk-purchase clause shall not apply to any part of extension, which would be granted by KPPL under Force Majeure conditions.

**10. No Lien**

It is explicitly agreed between KPPL and the Contractor that under any circumstances, the Contractor shall have no lien over the cargo handled under the Contract.

**11. Asset Damage**

Contractor shall be duly held responsible for any damage to KPPL's assets caused by their equipment and tippers during Operation and Cost for repairing them and consequential loss shall be adjusted in the future payables to the Contractor.

**12. Accommodation**

The Contractor shall make his own arrangements for accommodation of their crew members at his cost outside the Port premises.

**13. Local Conveyance**

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

**14. Uniforms and Identity Cards**

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

15. The Contractor may use the KPPL's canteen facility for their crew on chargeable basis subject to availability.

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16. Contract shall mention clearly the time required to mobilize the men and machineries to commence the work.
17. As far as practicable, the Contractor shall give preference in the engagement of unskilled laborers at the site to persons living locally.
18. The Contractor shall obtain the relevant permits, licenses or approval as applicable as per statute.
19. The Contractor shall submit everyday, by morning 10.00 am, 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.
20. 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). During the entire tenure of the Contract, the Contractor shall ensure strict compliance with the requirement of Contract Labor (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.
21. The successful bidder (Contractor) shall not be entitled to assign the Contract or any benefit or interest therein either in part or full.
22. The Contractor may be entitled to sub-contract any part of the Operation with the prior approval of KPPL.

**23. 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 their 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 their 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 their laborers and employees deployed at site for the works. The contractor's employees while on two wheeler inside the port should adhere to wearing of safety helmets.

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24. **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.

25. **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.

26. **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.

27. **Termination**

27.1 If the Contractor

- i. is deemed or declared by law as unable to pay its debts as they fall due; or
- ii. enters into voluntary or involuntary bankruptcy liquidation or dissolution (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or becomes insolvent, or makes an arrangement with or assignment in favour of, its creditors, or agrees to carry out the Contract under a committee of inspection of its creditors, or if a receiver, administrator, trustee or liquidator is appointed over any substantial part of its

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- assets, or if, under any law or regulation relating to re-organization, arrangement or readjustment of debts proceedings are commenced against the Contractor or resolutions passed in connection with dissolution or liquidation or if any steps are taken to enforce any security interest over a substantial part of the assets of the Contractor, or if any act is done or event occurs with respect to the Contractor or its assets which, under any applicable law has a substantially similar effect to any of the foregoing acts or events; or
- iii. has repudiated and/or breached any term of the Contract; or
  - iv. without reasonable excuse has failed to commence the Operations in accordance with Scope of work; or
  - v. despite previous warning from KPPL, in writing, is otherwise persistently or flagrantly neglecting to comply with any of its obligation under the Contract, or consistently underperforming, despite receipt of notice to rectify and resume safe and efficient operation; or
  - vi. failure to renew the Bank Guarantee towards security deposit;
  - vii. has been found to be aiding and abetting any economic offence or drug and arms trafficking or any illegal activity or if the Concession Agreement is unjustly terminated by the Government of Puducherry for reasons not attributable to KPPL;
  - viii. If there is continuous inadequate/sub-standard performance for three consecutive vessels;
  - ix. If there is cumulative inadequate/sub-standard performance for six vessels;
  - x. for such other reason (define) which KPPL deems fit or proper to safeguard the interests of the Port.

then KPPL may after giving 3 days notice to the Contractor, assume control over the cargo operations, and terminate this Contract forthwith, however, without thereby releasing the Contractor from any of its obligation or liabilities under the Contract, or affecting the rights and authorities conferred on KPPL under the Contract. KPPL may by itself complete such part of operations required to be handled or employ any other Contractor to complete the remaining part of the Operations in terms of this Contract. The Contractor shall upon termination remove all its men, materials, tools, equipment's, etc. from the precincts of the port within 15 days of receipt of the notice of termination. Any loss or damage or injury sustained by KPPL shall be duly compensated by the Contractor which shall be deductible under clause 27.4.

## **27.2 Termination by Notice**

Either of the Parties shall be entitled to terminate the Contract by giving 2 (two) months 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 15(fifteen) days from expiry of 2 (two) months of notice period and handover all the equipment and materials of KPPL in good working condition.

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### **27.3 Right and Exclusion of KPPL on termination**

KPPL shall have the following right and exclusion upon termination in addition to other rights available under the provisions of Contract and in law:

- i. Right of possession and control of the Operations as mentioned in clause No. 27.1 and to carry-out the remaining operation till the period contemplated in clause No. 27.1 as it deems fit and proper.
- ii. Right to enter into Contract with any third party to perform the cargo operations.
- iii. shall not be liable to the Contractor for any consequential, indirect or direct losses, damages and cost and expenses of any kind arising out of such termination.
- iv. At any point of time during the Contract Period, if the Contractor fails to perform or provides delayed service including refusal of any of the services mentioned in the Contract for any reason whatsoever, then KPPL has the right to levy penalty @ 2 times of the value of the job affected

### **27.4 Payment after termination**

If the Contract is terminated under the Clause No.27 and if any payment is due and payable by KPPL after adjustments/deductions in terms of the Contract, the same shall be made within 2 months from the date of the termination coming into effect.

## **28. 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.

## **29. 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.

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

**31. Acknowledgement by Bidder**

31.1 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.

31.2 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.

31.3 It is understood that the Bidder 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 Bidder shall not be entitled to any adjustment of the Contract Price on grounds of misinterpretation, lack of knowledge or misunderstanding under this clause.

32. KPPL makes no commitments, express or implied, that this process will result in a business transaction with anyone.

33. 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.

34. 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](http://www.karaikalport.com).

35. The Bidder shall not submit the bid on behalf of another interested party.

36. 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.

37. 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.

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38. 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.
39. 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
40. 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.
41. 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.
42. Along with the financial bid, the bidder shall submit the following documents:
- Details of past experience of bidder for past 3years (certificates issued by the clients)
  - Details of financial turnover for the past 3years (certificate issued by the Chartered Accountant)
  - List of Vehicles and major equipment proposed for the work (Please attach proof of ownership in the case of owned vehicles and proof of lease/availability in the case of hired vehicles)
  - Organization details
  - Your 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 Organization Chart
43. This RFP supersedes and replaces any previous documentation & communications and bidders should place no reliance on such communications.
44. **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.

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45. The bid shall be submitted in two parts 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,**  
**Karaikal – 609606.**

This Deed of Guarantee executed by the ..... (Bank name) (here-in after referred to as “the Bank”) in favor of **M/s. Karaikal Port Private Limited, Kheezhavanjoor Village, T.R.Pattinam, PB No.: 33, Karaikal – 609606.** (herein after referred to as “the Beneficiary”) for an amount not exceeding Rs..... (Rupees .....Only) 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, 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.

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- 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.

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1. 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.

The overall Minimum Guaranteed Tonnage (“MGT”) for all category of cargo will be 2 (two) million MT per year. In case KPPL unable to provide the MGT, the Contractor shall be paid as follows:

- i. For the actual quantity handled in a year shall be paid as per agreed MGT rate.
- ii. For the differential quantity, the Contractor shall be paid @ 60% of the agreed MGT rate.

### Category A – Coal (Coking, Non-Coking & Pet Coke)

Sl. No.	Particulars	Rate per MT – Including fuel for Minimum Guaranteed Tonnage (in figures and in words)	Rate per MT – Including fuel above the Minimum Guaranteed Tonnage (in figures and in words)
1	On-board Stevedoring including cost of labor, equipment, other tools and tackles etc., for discharging / loading of cargo from cargo hatches/holds, deck spilled stuck-up cargo etc., complete to the satisfaction of vessel crew including obtaining of cargo discharge completion and No Damage Certificate from vessel crew.		
	a. Discharging using vessel cranes on to jetty / hopper	Not Applicable	Not Applicable
	b. Using Harbor Mobile Crane or any latest shore handling facility available at Port		
	c. Loading from wharf/jetty into vessel hatches/holds using vessel cranes including trimming.	Not Applicable	Not Applicable
2	<b>Loading onto tippers for inter-shifting</b>		
	a. From Hoppers	Not Applicable	Not Applicable
	b. From Jetty / Wharf using Front End Loaders.		

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Sl. No.	Particulars	Rate per MT – Including fuel for Minimum Guaranteed Tonnage (in figures and in words)	Rate per MT – Including fuel above the Minimum Guaranteed Tonnage (in figures and in words)
3	a. Transporting from Jetty/wharf/any Plot to Warehouse/designated plot/or railway siding and dumping including spillage collection and scrapping of loading point.		
	b. Transporting cargo from warehouse to jetty/wharf for loading on to vessel	Not Applicable	Not Applicable
4	High heaping using excavators to 10 meters at plots/at warehouse to the maximum capacity.		
5	Loading onto wagons including inspection and cleaning of wagons before commencement of loading, leveling and Tarpaulin covering, spillage collection, siding scrapping and keeping siding ready for next cargo.		
6	Dispatch of cargo by road including loading onto clients trucks using Front End Loaders, Plot scrapping and collection of cargo and keeping plot ready for next cargo.		
7	Unloading of cargo from clients trucks at warehouse including high stacking/high heaping.	Not Applicable	Not Applicable

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Category B – (i) Minerals

Sl. No.	Particulars	Rate per MT – Including fuel for Minimum Guaranteed Tonnage (in figures and in words)	Rate per MT – Including fuel above the Minimum Guaranteed Tonnage (in figures and in words)
1	On-board Stevedoring including cost of labor, equipment, other tools and tackles etc., for discharging / loading of cargo from cargo hatches/holds, deck spilled stuck-up cargo etc., complete to the satisfaction of vessel crew including obtaining of cargo discharge completion and No Damage Certificate from vessel crew.		
	a. Discharging using vessel cranes on to jetty / hopper		
	b. Using Harbor Mobile Crane or any latest shore handling facility available at Port		
	c. Loading from wharf/jetty into vessel hatches/holds using vessel cranes including trimming.	Not Applicable	Not Applicable
2	<b>Loading onto tippers for inter-shifting</b>		
	a. From Hoppers		
	b. From Jetty / Wharf using Front End Loaders.		
	c. From Warehouse / stack yad for loading on to vessel.	Not Applicable	Not Applicable
3	a. Transporting from Jetty/wharf/any Plot to Warehouse/designated plot/or railway siding and dumping including spillage collection and scrapping of loading point.		
	b. Transporting cargo from warehouse to jetty/wharf for loading on to vessel	Not Applicable	Not Applicable
4	High heaping using excavators to 10 meters at plots/at warehouse to the maximum capacity.		

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Sl. No.	Particulars	Rate per MT – Including fuel for Minimum Guaranteed Tonnage (in figures and in words)	Rate per MT – Including fuel above the Minimum Guaranteed Tonnage (in figures and in words)
5	Loading onto wagons including inspection and cleaning of wagons before commencement of loading, leveling and Tarpaulin covering, spillage collection, siding scrapping and keeping siding ready for next cargo.		
6	Dispatch of cargo by road including loading onto clients trucks using Front End Loaders, Plot scrapping and collection of cargo and keeping plot ready for next cargo.		
7	Unloading of cargo from clients trucks at warehouse including high stacking/high heaping.	Not Applicable	Not Applicable

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Category B – (ii) Bagged Cement

Sl. No.	Particulars	Rate per MT – Including fuel for Minimum Guaranteed Tonnage (in figures and in words)	Rate per MT – Including fuel above the Minimum Guaranteed Tonnage (in figures and in words)
1	On-board Stevedoring including cost of labor, equipment, other tools and tackles etc., for discharging / loading of cargo from cargo hatches/holds, deck spilled stuck-up cargo etc., complete to the satisfaction of vessel crew including obtaining of cargo discharge completion and No Damage Certificate from vessel crew.		
	a. Discharging using vessel cranes on to jetty / hopper	Not Applicable	Not Applicable
	b. Using Harbor Mobile Crane or any latest shore handling facility available at Port	Not Applicable	Not Applicable
	c. Loading from wharf/jetty into vessel hatches/holds using vessel cranes including trimming.		
2	<b>Loading onto tippers for inter-shifting</b>		
	a. From Hoppers	Not Applicable	Not Applicable
	b. From Jetty / Wharf using Front End Loaders.	Not Applicable	Not Applicable
	c. From warehouse for loading onto vessels.	Not Applicable	Not Applicable
3	a. Transporting from Jetty/wharf/any Plot to Warehouse/designated plot/or railway siding and dumping including spillage collection and scrapping of loading point.	Not Applicable	Not Applicable
	b. Transporting cargo from warehouse to jetty/wharf for loading on to vessel		
4	High heaping using excavators to 10 meters at plots/at warehouse to the maximum capacity.	Not Applicable	Not Applicable



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Sl. No.	Particulars	Rate per MT – Including fuel for Minimum Guaranteed Tonnage (in figures and in words)	Rate per MT – Including fuel above the Minimum Guaranteed Tonnage (in figures and in words)
5	Loading onto wagons including inspection and cleaning of wagons before commencement of loading, leveling and Tarpaulin covering, spillage collection, siding scrapping and keeping siding ready for next cargo.	Not Applicable	Not Applicable
6	Dispatch of cargo by road including loading onto clients trucks using Front End Loaders, Plot scrapping and collection of cargo and keeping plot ready for next cargo.	Not Applicable	Not Applicable
7	Unloading of cargo from clients trucks at warehouse including high stacking/high heaping.		

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Category C – Clinker

Sl. No.	Particulars	Rate per MT – Including fuel for Minimum Guaranteed Tonnage (in figures and in words)	Rate per MT – Including fuel above the Minimum Guaranteed Tonnage (in figures and in words)
1	On-board Stevedoring including cost of labor, equipment, other tools and tackles etc., for discharging / loading of cargo from cargo hatches/holds, deck spilled stuck-up cargo etc., complete to the satisfaction of vessel crew including obtaining of cargo discharge completion and No Damage Certificate from vessel crew.		
	a. Discharging using vessel cranes on to jetty / hopper		
	b. Using Harbor Mobile Crane or any latest shore handling facility available at Port		
	c. Loading from wharf/jetty into vessel hatches/holds using vessel cranes including trimming.		
2	<b>Loading onto tippers for inter-shifting</b>		
	a. From Hoppers	Not Applicable	Not Applicable
	b. From Jetty / Wharf using Front End Loaders.		
	c. From warehouse for loading onto vessels.	Not Applicable	Not Applicable
3	a. Transporting from Jetty/wharf to Warehouse and dumping including spillage collection and scrapping of loading point.		
	b. Transporting cargo from warehouse to jetty/wharf for loading on to vessel		
4	High heaping using excavators at warehouse to the maximum capacity.		

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Sl. No.	Particulars	Rate per MT – Including fuel for Minimum Guaranteed Tonnage (in figures and in words)	Rate per MT – Including fuel above the Minimum Guaranteed Tonnage (in figures and in words)
5	Loading onto wagons including inspection and cleaning of wagons before commencement of loading, leveling and Tarpaulin covering, spillage collection, siding scrapping and keeping siding ready for next cargo.	Not Applicable	Not Applicable
6	Dispatch of cargo by road including loading onto clients trucks using Front End Loaders, Plot scrapping and collection of cargo and keeping plot ready for next cargo.		
7	Unloading of cargo from clients trucks at warehouse including high stacking/high heaping.		

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Category D – Fertilizer

Sl. No.	Particulars	Rate per MT – Including fuel for Minimum Guaranteed Tonnage (in figures and in words)	Rate per MT – Including fuel above the Minimum Guaranteed Tonnage (in figures and in words)
1	On-board Stevedoring including cost of labor, equipment, other tools and tackles etc., for discharging / loading of cargo from cargo hatches/holds, deck spilled stuck-up cargo etc., complete to the satisfaction of vessel crew including obtaining of cargo discharge completion and No Damage Certificate from vessel crew.		
	a. Discharging using vessel cranes on to jetty / hopper		
	b. Using Harbor Mobile Crane or any latest shore handling facility available at Port		
	c. Loading from wharf/jetty into vessel hatches/holds using vessel cranes including trimming.	Not Applicable	Not Applicable
2	<b>Loading onto tippers for inter-shifting</b>		
	a. From Hoppers		
	b. From Jetty / Wharf using Front End Loaders.		
	c. From warehouse for loading onto vessels.	Not Applicable	Not Applicable
3	a. Transporting from Jetty/wharf to Warehouse and dumping including spillage collection and scrapping of loading point.		
	b. Transporting cargo from warehouse to jetty/wharf for loading on to vessel	Not Applicable	Not Applicable

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Sl. No.	Particulars	Rate per MT – Including fuel for Minimum Guaranteed Tonnage (in figures and in words)	Rate per MT – Including fuel above the Minimum Guaranteed Tonnage (in figures and in words)
4	High heaping using excavators at warehouse to the maximum capacity.		
5	Loading onto wagons including inspection and cleaning of wagons before commencement of loading, leveling and Tarpaulin covering, spillage collection, siding scrapping and keeping siding ready for next cargo.	Not Applicable	Not Applicable
6	Dispatch of cargo by road including loading onto clients trucks using Front End Loaders, Plot scrapping and collection of cargo and keeping plot ready for next cargo.	Not Applicable	Not Applicable
7	Unloading of cargo from clients trucks at warehouse including high stacking/high heaping.	Not Applicable	Not Applicable

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Category E – Steel Blooms

Sl. No.	Particulars	Rate per MT – Including fuel for Minimum Guaranteed Tonnage (in figures and in words)	Rate per MT – Including fuel above the Minimum Guaranteed Tonnage (in figures and in words)
1	Unloading of steel blooms from wagons/clients trailers.		
2	Shifting of the steel blooms from unloading point to stack-yard and stacking into dunnaging.		
3	Shifting of steel blooms from stack-yard to berth for vessel loading.		
4	On-board operations such as loading of steel blooms using vessel's cranes/shore cranes as per stacking plan, dunnaging and lashing.		

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Category F – Food Grains

Sl. No.	Particulars	Rate per MT – Including fuel for Minimum Guaranteed Tonnage (in figures and in words)	Rate per MT – Including fuel above the Minimum Guaranteed Tonnage (in figures and in words)
1	On-board Stevedoring including cost of labor, equipment, other tools and tackles etc., for discharging / loading of cargo from cargo hatches/holds, deck spilled stuck-up cargo etc., complete to the satisfaction of vessel crew including obtaining of cargo discharge completion and No Damage Certificate from vessel crew.		
	a. . Discharging using vessel cranes on to jetty / hopper		
	b. Using Harbor Mobile Crane or any latest shore handling facility available at Port		
	c. Loading from wharf/jetty into vessel hatches/holds using vessel cranes including trimming.		
2	<b>Loading onto tippers for inter-shifting</b>		
	a. From Hoppers		
	b. From Jetty / Wharf using Front End Loaders.		
3	a. Transporting from Jetty/wharf to Warehouse and dumping including spillage collection and scrapping of loading point.		
	b. Transporting cargo from warehouse to jetty/wharf for loading on to vessel		
4	High heaping using excavators at warehouse to the maximum capacity.		

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Sl. No.	Particulars	Rate per MT – Including fuel for Minimum Guaranteed Tonnage (in figures and in words)	Rate per MT – Including fuel above the Minimum Guaranteed Tonnage (in figures and in words)
5	Loading onto wagons including inspection and cleaning of wagons before commencement of loading, leveling and Tarpaulin covering, spillage collection, siding scrapping and keeping siding ready for next cargo.	Not Applicable	Not Applicable
6	Dispatch of cargo by road including loading onto clients trucks using Front End Loaders, Plot scrapping and collection of cargo and keeping plot ready for next cargo.		
7	Unloading of cargo from clients trucks at warehouse including high stacking/high heaping.		