



KPPL/Cargo/Eqpt./0017

Request for Proposal for Deployment of Equipment on Dry Lease basis at Karaikal Port

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 “**Deployment of Equipment on Dry Lease basis**” at **Karaikal Port for One Year**”.

Bidders meeting the respective minimum eligibility criteria may bid for one or more type of equipment (hereinafter referred to as “the **Category**”). Further it is clarified that it is not necessary for a bidder to bid for all type of equipment.

KPPL has the rights of hiring more than 1 (one) contractor under each category at the sole discretion of KPPL.

I. Scope of Work

- a) Deployment of the following equipment alongwith operator and helper for uninterrupted handling of cargo as per KPPL's requirements on DRY LEASE basis;

Sl. No.	Type of Equipment	Qty. in Nos.	Minimum Guaranteed Hours per month
1.	3 Ton Loader with coal bucket	2	300
2.	20 Ton Excavator (Ex-200) with coal bucket	2	300
3.	20 Ton Tipper	2	NA

- b) The Excavator and 3 Ton Loaders will be referred hereinafter as “Equipment” and tipper will be referred as “Tipper”.
- c) The service personnel, spares, tools, other implements etc., required for continuous operation, maintenance of the Equipment and provision of the uninterrupted Services within the Site for operations shall be made available at all times by the Service Provider;
- d) In case of any breakdown of the Equipment, the Service Provider shall replace the Equipment or change any equipment provided it meets the aforesaid specification of Equipment and such replacement of Equipment shall be done only during non-operation period after prior notice and shall be subject to inspection and concurrence from KPPL;
- e) To ensure that each Equipment is deployed with 1 operator and 1 helper per shift with valid certificate to operate the equipment for operator.



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- f) One supervisor shall be deployed per shift in order to ensure continuous uninterrupted operations; The supervisor shall be provided with mobile phone and he will be the point of contact for KPPL for day-today operations.
- g) The operator & helper shall report on time to commence the work and no consideration will be given for later reporting & such later reporting will be treated as non-availability of respective equipment.
- h) To ensure the equipment deployed shall be not older than 3 years.
- i) The Equipment, materials, tools and devices used for providing the Services should be in a good working condition and it should have a valid fitness certificate, registration certificate and insurance certificate covering all risk including third party liability. The copy of all above certificates and such other necessary documents including renewal, if any as per statutory requirement should be submitted to KPPL. The Service Provider shall ensure that the insurance for Equipment is maintained during the entire period of the Service Agreement;
- j) The Service Provider shall renew the insurance 1 (one) month prior to expiry date and such renewed insurance copy shall be submitted to KPPL.
- k) The Service Provider shall mention the fuel consumption per Equipment / Tipper.
- l) KPPL would provide fuel for the Equipment / Tipper at its cost. The Service Provider shall maintain a log book for receipt of fuel and utilization of fuel, jointly signed by the Service Provider and authorized representative of KPPL. The fuel consumption beyond the agreed norms shall be recovered from the Contractor's invoice.
- m) The cost towards lubes, maintenance, mobilization, de-mobilization, spares and consumables etc., will be on the Service Provider's account;
- n) Log book shall be maintained at the Site for recording and accounting the Services done and jointly signed by representatives of the Service Provider and KPPL. The log book shall be made available in the machine at anytime.
- o) The Equipment utilized will be maintained by the Service Provider in good working conditions at its cost including the required spares, consumables, lubes etc. for regular and preventive maintenance in order to ensure continuous uninterrupted rendering of the Services to the satisfaction of KPPL.
- p) For any regular maintenance of its Equipment the same shall be planned & carried out after prior intimation and in co-ordination with KPPL without affecting the operations at Site.
- q) The deployment of Equipment / or Tipper must be owned by the Service Provider and the necessary document like purchase invoice or ownership transfer letter or valid documents like copy of RC, Fitness Certificate for Tipper shall be submitted to KPPL.



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- r) The Service Provider shall ensure that the hour meter fixed in Equipment is always in working condition.
- s) The Service Provider shall ensure that the Speedo-meter fixed in Tipper is always in working condition.

II. 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.

III. Performance

- 1. All Equipment /or Tippers to be deployed in the port should possess valid licenses, fitness certificate and registrations as required as per statute.
- 2. It is contractor's responsibility to provide good quality, leak proof tippers at all times during operation.
- 3. Vehicles engaged to be of less than 5 year old with adequate maintenance and manpower appropriate for intended nature of work.
- 4. 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.
- 5. 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.
- 6. The Contract shall ensure that all the required tools, materials and workshop equipment are



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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.

7. The Contractor shall ensure 90% uptime of the each of the Equipment / Tipper deployed by them.
8. If the rendering of Services ceases/disrupts due to any reason attributed to the Service Provider, its Equipment, employees, technicians, etc., including Equipment/tipper break-down or non-performance or non-availability of Equipment/tipper on the account of break down or non-availability of operators/helper shall amount to default in Services.
9. The Service Provider shall have to ensure the availability of alternative Equipment / Tipper of same specifications/arrangement to rectify such break-down, non-operating/non-performing Equipment/Services as specified in Clause No. III (10).
10. In case of break-down, non-availability/non-performance of the Services, the service charge would be deducted as specified in clause III (11) in the respective invoice raised by the Service Provider for the time of such default. On the other hand, if the Service Provider is unable to provide its Services on account of Equipment / Tipper breakdown/under repair continuously for 5 (five) days, the Service Provider shall ensure the availability of alternate Equipment / Tipper of the same specifications to replace the non-operating/non-performing Equipment within 7 (seven) days from the date of such breakdown.
11. However, in any shortfall in the uptime below 90%, due to break-down, non-availability/non-performance of the Services shall be subject to the deduction as specified hereinbelow as penalty:

$$\text{Penalty Charges (P)} = (X-Y)*R*2$$

P= Penalty

X = Uptime (90% of the equipment availability in a month)

Y= Actual availability

R = Per Day of agreed monthly service charges

12. The Service Provider shall ensure that the Services are rendered efficiently and that the Equipment / Tippers are utilized judiciously with the required level of safety norms are being observed. If the Equipment/ Tippers are found to be idling with engines ON unnecessarily and any other such unproductive/wasteful utility of resources then it will be treated as non-availability of equipment and deductions will be made as specified in III (11)..
13. The Service Provider shall at all times during the validity of this Contract ensure and cause that the title, ownership, possession and custody of the Equipment / Tippers shall vest in itself without there being any defect in title or ownership and shall not permit, cause or suffer any encumbrance, mortgage or attachments or the appointment of any receiver to the Equipment / Tippers or suffer any liquidation or winding up of the Service Provider, which will have the effect of frustrating the performance of Services under this Service Order. In the event of any such encumbrance caused over the Equipment /Tippers utilized for the Services, the Service Provider shall ensure that the Services are not affected and to provide suitable alternatives in this regard and perform the Services.

14. The Service Provider shall ensure and satisfy compliance with all provisions of law, statutory payments under various applicable labour legislations, safety norms issued time to time by port authorities and other rules and regulations. In the event of any non-compliance, KPPL shall levy penalty @ Rs. 500/- (Rupees five hundred only) per incident and Service Provider shall ensure to follow the compliance immediately. On repetition of such event, KPPL has the liberty to levy penalty to the max. of Rs. 1,000/- (Rupees one thousand only).
15. Non fulfilment of safety compliance will be treated as non-availability of equipment and deductions will be made as specified in III (11).

IV. Minimum Qualification Criteria

- a. The bidder shall submit the financial turnover for the past 3 financial years ending 31st March 2021 (Details of financial turnover in the last 3 financial years must be provided along with the chartered accountant's certificate).
- b. The bidder shall submit IT Returns for the last 3 financial years alongwith the audited balance sheet.

V. General Terms & Conditions:

1. The Contract shall quote the rates inclusive of fuel cost.
2. The Contractor shall be paid in accordance with Annexure-1 "**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.
3. TDS will be deducted at source as per statutes and the certificate for the same will be issued.
4. Currency of Bid and Payment: The unit rates and the prices shall be quoted by bidder entirely in Indian National Rupees (INR) only.

5. Taxes & Duties

The 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

6. 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.

7. Accommodation

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

8. Local Conveyance

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

9. The Contractor may use the KPPL's canteen facility for their crew on chargeable basis subject to availability.
10. Contract shall mention clearly the time required to mobilize the men and machineries to commence the work.
11. The Contractor shall obtain the relevant permits, licences or approval as applicable as per statute.
12. The Contractor shall be solely responsible and liable for payment of all and any costs and liabilities associated with its employment of its employee who are deployed for rendering services, including but not limited to salary, income tax, ESI, Provident Fund (PF) contributions, insurance, workmen's compensation, traffic and other infringement (Employee Cost). The Contractor shall ensure strict compliance with the requirement of Contract Labour (Regulation and Abolition) Act, will submit detail of all compliances and all forms to KPPL to enable KPPL to check such compliances as and when deemed necessary.
13. The successful bidder (Contractor) shall not be entitled to assign the Contract or any benefit or interest therein either in part or full.

14. 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 labourers and employees deployed at site for the works. The contractor's employees while on two wheeler inside the port to adhere to wearing of safety helmets.

15. **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.

16. **Withholding Rights** : If the Contractor is failing to perform or to do any Services or obligation in accordance with the Contract and had been so notified by KPPL, then values of the Services or obligation may be withheld until the Services or obligation has been performed or against any amounts due and payable to the Service Provider in terms hereof. KPPL shall have the right to adjustment and set off against such amounts due and payable to the Service Provider.
17. **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.
18. **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.

19. **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 7 (seven) days from expiry of 2 (two) months of notice period and handover all the equipment and materials of KPPL.

20. 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.

21. 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.

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

23. Acknowledgement by Bidder

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

- i. Made a complete and careful examination of the RFP
- ii. Received all relevant information requested from KPPL to the extent possible;
- iii. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of KPPL relating to any of the matters referred to in Clause above; and
- iv. Acknowledged that it does not have a Conflict of Interest
- v. Agreed to be bound by the undertakings provided by it under and in terms hereof.

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

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

25. 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.



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26. 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.
27. The Bidder shall not submit the bid on behalf of another interested party.
28. 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.
29. 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.
30. 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.
31. 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
32. 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.
33. 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.
34. Along with the financial bid, the bidder shall submit the following documents:
 - Details of financial turnover for the past 3 years (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



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- Acknowledged that it does not have a Conflict of Interest.
- 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.

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

36. Bid Validity Period

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

42. The bid shall be submitted in two part as follows on or before the due date as mentioned in the portal :

- i. The Techno-commercial bid shall be submitted in a separate sealed cover duly marked as “**Techno-Commercial Bid**”.
- ii. The Price Bid shall be submitted in a separate sealed cover duly marked as “**Price Bid**”.
- iii. Both the sealed covers should be packed in a sealed cover duly addressed to:

Asst. General Manager – Commercial
Karaikal Port Pvt. Ltd.
Prestige Polygon,
9th Floor, Anna Salai, Rathna Nagar
Teynampet, Chennai, Tamil Nadu 600035

Price Bid

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

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

Sl. No.	Particulars	Fuel Consumption Norms in Ltr. Per hour for equipment / Km per ltr for tipper	Rate per Month for a Minimum Guaranteed Hours of 300 Hours in Rs. Per No.	Rate above the Minimum Guaranteed Hours in Rs. Per Hour
1.	3 Ton Loader with coal bucket			
2.	20 Ton Excavator (Ex-200) with coal bucket			
3.	20 Ton Tipper			NA