



KPPL/Admin/MP/0014

## **Request for Proposal for Providing Manpower on Contract Staffing Model at Karaikal Ports for Three Years**

Proposals are invited by Karaikal Ports Private Limited, Karaikal (herein referred to as “**KPPL or Client**”) from the reputed experienced bidders as two bids system, meeting the following Minimum Eligibility Criteria for the work of “**Providing Manpower on Contract Staffing Model at Karaikal Port for Three Years**”.

Bidders meeting the respective minimum eligibility criteria may submit their offer in two bid system as detailed in General Terms & Conditions. The successful bidder will be herein after referred to as “**Service Provider**”

The Headcount of various categories are mentioned in the RFP is indicative only and KPPL has the rights to vary the Nos. of manpower as per its **requirements**.

### **I. Scope of Services:**

The Service Provider shall provide services as described in Annexure-1 hereto at the premises of the Client’s Corporate Office at Chennai and Registered Office at Kheezvanjoor Village, T.R.Pattinam, P.B. No. 33, Karaikal -609606 and its various other project sites (hereinafter referred to as the “Client Premises”) and the client hereby accepts to avail the services of the Service provider on terms & conditions contained herein. The successful bidder (hereinafter referred to as the “Service Provider” or “Contractor” as the context may require) shall provide necessary services to Karaikal Port Private Limited.

### **II. General**

- a) The Port and KPPL’s General Terms and Conditions (Port rules and regulation) as and when they are made effective and as amended from time to time shall be duly observed and complied by the Service Provider. These will be in addition to and not in derogation to the terms and conditions contained in the provisions of Agreement. In the event of any anomaly between this Agreement and the general terms and conditions, the provisions contained in the general terms and conditions shall prevail.
- b) The Service Provider shall
  - i. Ensure that each personnel deputed at site shall have the necessary qualification and/or experience and skill to perform the Services.
  - ii. Issue instant photo identity cards to persons who are authorized to enter the Port.



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- iii. Carry out periodic checks to ensure that personnel are medically and physically fit and are not under the influence of alcohol or drugs, etc.
- iv. The Service Provider shall nominate a coordinator/ Single Point of Contact (SPOC) who shall be responsible for regular interaction with the Client so that optimal services of the persons deployed could be availed without any disruption.
- v. The Service Provider shall deploy the Supervisor to coordinate with KPPL and shall follow the instructions issued by KPPL time to time.
- vi. Change the manpower, if it is sought by KPPL for any reason whatsoever, without any delay.
- vii. Ensure that its service personnel shall not form any trade union or collective bargaining methods used against KPPL.
- viii. Attend all meetings, render periodical reports and update status of compliance status of various obligations;
- ix. Deploy personnel who can communicate & understand Tamil, English and preferably Hindi. .
- x. Provide round the clock, 24 hours 365 days services including holidays.
- xi. Render such services, contemplated herein to the Port and Corporate Office strictly on behalf of KPPL only.
- xii. Not to receive any payment, money, things, kind, etc. from any Port Users or external persons or from any third parties.
- xiii. Abide by all the rules and regulations of KPPL/Port, terms of conditions of providing services of the Karaikal Port and such instructions published/circulated from time to time.
- xiv. The Service Provider shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The Client shall, in no way be responsible for settlement of such issues whatsoever.
- xv. Keep KPPL indemnified against any loss, claim or damage caused, due to any act or omission or negligence of the Service Provider.
- xvi. To obtain and furnish all permits, licenses, registration certificates of equipment, vehicles, engagement of personnel, contract labour, etc.



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- xvii. The Service Provider shall maintain following documents on regular basis and shall provide to KPPL as and when required by KPPL:
  - i. Attendance record/duty muster
  - ii. Staff deployment record
  - iii. Shall maintain the record for statutory compliances like PF/ESI etc.
  - iv. Others if any as per requirement.
  
- xviii. The Service Provider shall ensure that none of their employees will be a member/part of any of the Employees Union(s) / shall not have membership affiliation with any Trade Union etc. and take any interest in their activities.

### **III. Term**

- (i) Subject to the provision, the Agreement shall be for a period of 3 (three) years and shall be extendable for further 1 (one) year as may be required by the Client.
- (ii) The renewal of the Agreement shall be 6 (six) months before the expiry of the Agreement.
- (iii) In the event Client has not given the renewal notice before said period of 6 (six) month, the Service Provider shall deemed to consider as the notice period for expiry of the Agreement.

### **IV. Handling of Equipment**

The Service Provider undertakes to ensure that the personnel deployed by it shall handle the equipment of the Client with due care and caution. The Service Provider undertakes to effectively indemnify and keep indemnified the Client against any loss, damage, injury, suffered by the client or its customers or visitors as a result of gross negligence, carelessness or any wrongful act or omission or criminal act including those in the nature of theft, willful damage directly and solely attributable to the Service Provider or personnel deployed by it during the performance of contract.

### **V. Loss or Damage to the Client**

The Service Provider shall be responsible for any and all damages and /or loss however caused directly or indirectly by the Service Provider or its Employees including but limited to conducting and participating in Strikes, Dharna and agitation and related activities, the Service Provider shall indemnify the Client for all for all losses and costs resultant from such unlawful strikes, hartals, etc. and further the Service Provider shall be obliged to take immediate preventive as well as corrective steps to avoid labour unrest. Any such loss or damages incurred by the Client due to



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the above activities of Service Provider or its Employees will be deducted from the service charges payable to the Service Provider.

## **VI. Inherent Problems**

The Service Provider shall inform Client of all and any chronic and inherent problems which exist including all and any subsequent changes or events from time to time which are likely to affect the smooth operation of Client as envisaged herein

## **VII. Client's Obligation**

The Service Provider to carry out its obligation client shall:

- a) Obtain all necessary registration under the applicable Labour Laws including Contract Labour (Regulation & Abolition) Act 1970, provide Form 5 to the Service Provider to enable it to comply the provisions of Contract Labour (Regulation & Abolition) Act 1970. The Client agreed to defend, indemnify and keep the Service Provider indemnified and harmless at all times, from and against any and all penalties, claims, actions, proceedings, enquiries, demands, damages, assertions of liability whether civil, criminal (including attorney's fees and any other cost, expenses, loss, damages, or consequences thereof) arising out its non-compliance with the obligation herein.
- b) Allow the Service Provider and the personnel deployed by it to enter upon the Client's premises, subject to the rules and regulations of the Client in vogue from time to time. However it is expressly agreed and understood between the parties that such right of the Service Provider to enter shall be for the limited purpose of carrying out the Service Provider's obligations as contained herein and shall not create any right of whatsoever nature in favour of the Service Provider by way of tenancy, easement or otherwise. The Client shall not be liable for any non-compliance arising due to any act or omission of the Service Provider or due to non-cooperation of the Service Provider.
- c) Shall provide locker room facility/adequate for uniform and materials for the personnel deployed by the Service Provider.
- d) Provide washroom facility to on duty personnel's of the Service Provider.

## **VIII. Service Provider's Obligation**

- a) The person/s employed by the Service Provider shall always remain the employees of the Service Provider. Client shall not have any relation or connection or be liable in any manner whatsoever to the employees. Obtain all necessary registration under the



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applicable Labour Laws including Contract Labour (Regulation & Abolition) Act 1970, provide Form 5 to the Service Provider to enable it to comply the provisions of Contract Labour (Regulation & Abolition) Act 1970.

- b) The Service Provider shall be solely responsible for the good conduct, discipline and efficiency of its employee/s deployed at the Client's Premises and shall ensure that they maintain discipline and good behavior and shall not in any manner cause any interference, annoyance to the management of or its business or work or its officers / employees / other contractors. The Client shall have a right to impose penalty in the Service Provider fails to comply with any of the agreed norms. The penalty for the deficiency of the service would be determined, levied and realized in terms of the proportionate, monthly fees for such number of days deficiency has been observed.
- c) The Service Provider hereby agrees to replace any personnel deployed by him at the Client's premises based on the non-satisfactory performance pointed out by the Client. Such replacement will be done within 3 working days from the date of receiving such complaint. In case the Service Provider fails to replace with the stipulated time, no payment shall be made to the Service Provider till the replacement is made.
- d) The Service Provider hereby agrees to extend the services of the employees beyond the normal working hours as per requirement of Client.
- e) The Service Provider agrees to recover from its employees the charges for any personal usage of mobile phones, canteen facilities etc., if any provided by the Client to its employees and to reimburse the same to client on receipt of advice from client during the employment with the Service Provider.
- f) The Service Provider has to submit the declaration from the resources / manpower deployed by them on Conflict of Interest in the format prescribed by KPPL.

**IX. Non-solicitation**

The Client agrees and undertakes not to offer whether directly or indirectly or through third parties any contract/employment to any other Service Provider's and /or Service Provider's hired staff (s) /vendor/vendors staff deputed on the Client Premises or otherwise, during the period of the agreement without written approval of the Service Provider. In case the employment quits the services of the Service Provider at any time, the Client can offer employment to the employee after obtaining no objection certificate from Service Provider.

**X. Confidentiality**

- a) The Contractor shall not use or disclose, other than for the sole purpose of performing the Works, any secret and confidential information relating to KPPL or to any of its



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affiliates or associates disclosed to the Contractor by KPPL or by any of KPPL's affiliates or associates or which the Contractor may otherwise acquire.

- b) Without limitation to Clause X (a), the Contractor acknowledges that all information relating to KPPL, whether recorded in KPPL's database or otherwise, is confidential to KPPL and that any ownership in respect of such information resides in KPPL.

## **XI. Insurance**

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

## **XII. Minimum Qualification Criteria**

- a. The bidder shall have minimum experience of 5 (five) years in similar nature of work
- b. Average annual financial turnover of the bidder during the last 3 years ending 31st March 2021, shall be at least Rs. 10 (ten) Crore. (Details of financial turnover in the last 3 financial years to be provided along with chartered accountant's certificate).
- c. The bidder shall furnish letter from the bank for issuance of Bank Guarantee of Rs. 2 (two) Crore towards security deposit upon award of the contract, the date of which should be after the date of this RFP. The bank guarantee shall be from a Nationalized Bank/Scheduled Bank as acceptable to KPPL in a form and manner prescribed in the tender as Annexure-3.

### XIII. General Terms & Conditions

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

#### 5. **Taxes & Duties**

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

#### 6. **Performance Bank Guarantee**

- i. The successful bidder shall submit the Bank Guarantee of **Rs. 2** (two) Crore towards contract performance in a form and manner prescribed in the tender as Annexure-3. This bank guarantee shall be valid and kept in force till the expiry of the contract plus additional three months beyond the date of expiry and to renew the bank guarantee as advised by KPPL in the event of renewal of the Contract or extension of this Contract.
- ii. The bank guarantee furnished by the Service Provider shall be unconditional, irrevocable and from an Indian branch of any Nationalized/Private bank of repute acceptable to the Owner.
- iii. The bank guarantee shall have the provision of the same currency as the Service Fees.

- iv. The bank guarantee shall be returned to the Service Provider in original after expiry of the claim period.

**7. Accommodation**

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

**8. Local Conveyance**

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

**9. Uniforms and Identity Cards**

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

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

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

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

**13. Limitation of Liability**

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

14. The Service Provider shall be solely responsible and liable for payment of all and any costs and liabilities associated with its employment of its employee who are deployed for rendering services, including but not limited to salary, income tax, ESI, Provident Fund (PF) contributions, insurance, workmen's compensation, traffic and other infringement (**Employee Cost**). The Service Provider shall ensure strict compliance with the requirement of Contract Labour (Regulation and Abolition) Act, will submit detail of all compliances and all forms to KPPL to enable KPPL to check such compliances as and when deemed necessary.



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

**16. Safety and Security**

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

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

**17. Indemnity**

The successful bidder (Service Provider) shall undertake and agree to indemnify and hold KPPL and all of its employees, personnel, executives, representatives staff, men, agents and contractor (other contactors of KPPL) indemnified and harmless from and against all actions, losses, claims, proceedings, enquires, demands, damages assertions of liability whether civil or criminal (including any cost, expenses, losses, damages or consequences thereof) arising out of or pertaining to or resulting from any breach or non-compliance by the Service Provider with any law/rules/regulations, in the course of discharge of its obligations under the Agreement subject to timely discharge by the Client of its obligation under clause VI (a), which may be arises due to any act of commission or omission or negligence by the Service Provider or its men, agents etc. while executing the work during the entire contract period.

**18. Suspension**

During the contract period, KPPL may suspend the work in whole or in part at any time by giving notice in writing to such effect stating the nature, the date and the anticipated duration of such suspension. On receiving the notice of suspension, the Service Provider shall stop all such work which KPPL has directed to be suspended with immediate effect. The Service Provider shall continue to perform other work in terms of the Contract which KPPL has not suspended. The Service Provider shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice.

**19. Force Majeure**

- i. Upon award of Contract, if either party is prevented from the performance of its obligations in whole or in part for reasons of Force Majeure, viz. acts of God, acts of Government, acts of Public enemy, war, insurrection, embargo, blockade, explosion, earthquake, floods, epidemics, then provided Notice of happening of any such eventuality is given by the affected party to the other party within 7 days from the date of occurrence and cessation of Force Majeure, the period of Force Majeure shall be excluded accordingly. Provided however, such events materially and adversely affect the affected Parties performance of its obligations pursuant to the terms of the Contract. Neither of the Parties to the Contract shall claim compensation for the loss thus incurred.
- ii. If Force Majeure event continue beyond the period of 3 (three) months the parties shall hold consultation to chalk out the further course of action, either party reserving the right to terminate the Contract.
- iii. Neither Party can claim any compensation from the other Party on account of Force Majeure Event.

**20. Termination**

- i. KPPL reserves the right to terminate the Contract at any time by issuing 60 (Sixty) days written notice to the Service Provider for any reason whatsoever. If the Service Provider fails to perform any Services or obligation in accordance with the Contract or if the manpower deployed by the Service Provider indulge in strike or unrest due to the behavioral attitude or any disruption to Client's operation or if the Service Provider defaults in adhering to the terms hereof or if the Service Provider rescinds/abandons the Services or acts in derogation to the interests of KPPL, KPPL shall be entitled to terminate this Contract forthwith. In such circumstances, KPPL shall have the right to complete the Services either by itself or by appointing any other Service Provider and such expenses, loss, damages etc., incurred in this regard, shall be duly reimbursed by the Service Provider or shall be adjusted against payments due to the Service Provider. However, the Service Provider shall be entitled to terminate this Contract by issuing 90 (ninety) days advance written notice, for any reason, whatsoever.
- ii. Upon termination by notice, the Service Provider shall complete all its Services in a proper manner before expiry of the notice period. Further, upon termination of the Contract, the Service Provider shall handover all reports, documents, data, etc., available in its custody, to KPPL and remove all its equipment, accessories etc. from the Karaikal Port

**21. Arbitration**

- (i) During the contract period, in the event that any dispute arises between the Parties in connection with the Contract, the construction of any provision of the Contract or the

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

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

## **22. Governing Law and Jurisdiction**

Upon award of the Contract, the Contract shall be governed by and construed in accordance with the laws of India. Subject to clause 21(i), any or all disputes arising out of the Contract shall be subject to the exclusive jurisdiction of the courts of Chennai.

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

## **24. Acknowledgement by Bidder**

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

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

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

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

- 26. This RFP does not constitute an offer by KPPL. The bidder's participation in this process may result in selecting the bidder for execution of the contract.



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27. At any time prior to the last date of submission of bids, KPPL may, for any reason, whether at its own initiative or in response to clarifications requested by any bidder, modify the tender by issuance of Addenda/Amendment. All interested Bidder shall have to check the website [www.karaikalport.com](http://www.karaikalport.com).
28. The Bidder shall not submit the bid on behalf of another interested party.
29. Conditional bid will not be accepted and same will be treated as non-responsive. KPPL reserves the right to reject such bids without assigning any reason thereof and without any financial implications to KPPL.
30. KPPL reserves the right to reject any bid not submitted on time and which does not contain the information/documents as set out in Tender conditions.
31. The issue of this RFP does not imply that the KPPL is bound to select a Bidder or to appoint the Selected Bidder for the work.
32. KPPL reserves the right to accept or reject any bid, and/or to annul the tendering process and/or reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for KPPL action.
33. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of KPPL. Any notification of preferred Bidder status by KPPL shall not give rise to any enforceable rights by the Bidder.
34. The Contract shall be on a principal to principal basis. The relationship between KPPL and Service Provider is that of principal and independent Service Provider. Nothing in the Contract shall be taken as constituting Service Provider an employee or agent of KPPL. The Parties undertake that none of their respective employees and staff shall be construed in any manner, either expressly or by implication, as the employees or agents of the other Party and the other Party shall not be liable in any manner whatsoever for any claims, demands and the like made by them.
35. Along with the financial bid, the bidder shall submit the following documents:
  - Details of past experience of bidder for past 5 years (certificates issued by the clients)
  - Details of financial turnover for the past 3 years (certificate issued by the Chartered Accountant)
  - Organization details
  - Company's Audited Balance sheet of last three financial years
  - Income Tax returns filed for the last 3 financial years
  - Any other relevant information which bidder may like to provide



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- Copy of the PAN, GST registration No., ESI/PF, PSARA registration, etc.
  - A declaration on Conflict of Interest
  - A declaration to the effect that, no dues to be paid to Law Enforcement Authorities, like EPF/ESI and no violation was noted by Labour Enforcement Authorities and will abide by the provisions of Contract Labour Regulation and Abolition Act and as amended from time to time.
  - If Registered with MSME, copy of MSME certificate.
36. This RFP supersedes and replaces any previous documentation & communications and bidders should place no reliance on such communications.

**37. Bid Validity Period**

The Bid shall remain valid for a period not less than 60 days from the last date of submission of tender. KPPL reserves the right to reject any Bid, which does not meet this requirement.

38. The bid shall be submitted in two 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 :

Head – Commercial  
Karaikal Port Pvt. Ltd.  
Prestige Polygon,  
9th floor, Anna Salai,  
Rathna Nagar,  
Teynampet,  
Chennai 600035.



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**Annexure-1**

| <b>Sl. No.</b> | <b>Location</b>    | <b>Scope of Work</b>  |
|----------------|--------------------|---|
| 1.             | Corporate Office   | House Keeping – Admin   |
|                |                    | Electrical & Maintenance  |
|                |                    | Deployment of Supporting Staff  |
|                |                    | Procurement of housekeeping materials if any  |
| 2              | Karaikal port site | To deploy both technical and non-technical personnel as per the Client's monthly requirements from time to time |



## Price Schedule

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

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

| Sl. No. | Particulars   | Amount/percentage                           | Bidder's Submission |
|---------|---|---|---------------------|
| 1       | Model   | Pay & Collect                               |                     |
| 2       | Recurring monthly Service fees  | .....% of the total monthly billable value. |                     |
| 3       | Insurance Charges (up to a maximum of Rs. 2,00,000/- (Rupees two lakh only) floating policy per family) | Included in the Services Fees               |                     |
|         | - Personal Mediclaim  |   |                     |
|         | - Family Mediclaim (spouse and 2 children)  |   |                     |
| 4       | Medical Check Up (Pre-Employment as per KPPL's Guidelines)  | Included in the Services Fees               |                     |
| 5       | Customized ID Cards/Uniform /Others supplies as decided by KPPL   | Included in the Services Fees               |                     |
| 6       | Background check of the selected candidate (education and last 2 employments)                           | Included in the Services Fees               |                     |

|    |   |  |  |
|----|---|--|--|
| 7  | Vaccinations and other relevant preventive care for Associate(s) as decided by the KPPL | Bidder's account   |  |
| 8  | GST   | To be paid extra at actuals as per statute                       |  |
| 9  | Submission of security bank guarantee for Rs. 2 Crore                                   | To be submitted within 15 days of issuance of contract agreement |  |
| 10 | Payment Terms   | within 30 days of submission of invoices to KPPL                 |  |
| 11 | Prior port experience (If yes, list of clients to be furnished)                         | Yes/No   |  |
| 12 | Any other points  |  |  |

**Note**

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





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Annexure-3

Format of the Performance Bank Guarantee

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

This Deed of Guarantee executed by the .....(Bank name) (herein after referred to as “the Bank”) in favour **M/s. Karaikal Port Private Limited, Kheezhavanjoor Village, T.R.Pattinam, PB No.: 33, Kariakal – 609606.,** (herein after referred to as “the Beneficiary”) for an amount not exceeding Rs. .... (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 SO No. .... Dtd. .... issued to ..... a Company registered under the Companies Act, 1956 and having its Head Office at ....., (the “Contractor”) for ..... (name of the work) at Karaikal Port (the “Project”).
- B. .... has confirmed their acceptance to the said Contract of KPPL vide their ..... has proposed to enter into a Contract Agreement for undertaking, inter alia, the Project and to perform and discharge all its obligations thereunder.
- C. The Contractor is required to give KPPL a guarantee by a recognized bank based in India in the sum of Rs. ....(Rupees ..... only) as security for compliance with its obligation under the Contract Agreement.
- D. The Guarantor has agreed to give KPPL the above mentioned guarantee on the terms set out herein.
  - a. We, (Bank Name), a company constituted under the Companies Act 1956 and deemed to be a banking company under the Banking Regulation Act 1949 and carrying on banking business with its Head Office at ..... (Bank Address) acting through its Branch at (hereinafter referred to as the “Guarantor”), unconditionally guarantee to pay KPPL upon first written demand and without any deduction any sum claimed by KPPL upto a



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maximum of Rs. .... (the "Guaranteed Sum") subject to the conditions set out below.

- b. The Guarantor unconditionally and irrevocably promises to pay on demand the Guaranteed Sum, without protest or demur whatsoever upon the receipt of a written demand from KPPL, which shall be final and conclusive as against the Guarantor requiring the Guarantor to make the payment to KPPL.
- c. The Guarantor waives any requirement that KPPL demand any debt or payment from the Contractor before presenting it with a demand under this Guarantee.
- d. KPPL shall notify the Guarantor of its demand for payment of the Guaranteed Sum without any deduction of whatsoever nature and without reference to any claim or counter claim or set off, in accordance with the Contract Agreement. Such notification by KPPL shall be conclusive and binding on the Guarantor.
- e. Upon encashment and appropriation of the whole or any portion of the Guaranteed Sum by KPPL in accordance with the Contract Agreement, the Contractor shall be obliged to ensure the replenishment of the existing Guarantee or provide fresh guarantee of the Guaranteed Sum through the Guarantor within the time provided in the Contract Agreement for the same.
- f. No underlying dispute as between KPPL and the Contractor 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.



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

Notwithstanding anything contained herein:

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

Notwithstanding anything contained herein above:

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

Place:

Date: